33891

CALIFORNIA OLDER ADULT FALLS PREVENTION PROGRAM Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

CITY OF LONG BEACH, DEPARTMENT OF HEALTH AND HUMAN SERVICES, hereinafter "Grantee"

Implementing the project, OLDER ADULT FALLS PREVENTION PROJECT," hereinafter "Project"

GRANT AGREEMENT NUMBER 14-10809

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code §131085 and the terms of CDPH's federal grant number 3B01OT009006-14S2 from the Centers for Disease Control and Prevention.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to increase the local health department's (LHD) program capacity for addressing older adult falls and increase dissemination of evidence-based prevention interventions in communities served.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Thirty-four thousand nine hundred and nine dollars \$34,909.

TERM OF GRANT: The term of the Grant shall begin on March 1, 2015, or upon approval of this grant, and terminates on September 30, 2015. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2015.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee:
Name: Karissa Anderson, Health Program Specialist	Name: Pamela Shaw, RN, MSN/MPH, Nursing Services Officer
Address: P.O. Box 997377, MS 7214	Address: 2525 Grand Avenue
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Long Beach, CA 90815
Phone: (916) 322-2269	Phone: (562) 570-4208
Fax: (916) 552-9821	Fax: (562) 570-4049
E-mail: karissa anderson@cdph.ca.gov	E-mail: Pamela shaw@longbeach.gov

Direct all inquiries to:

California Department of Public Health, Safe and Active Communities Branch	Grantee: City of Long Beach, Department of Health and Human Services
Attention: Karissa Anderson	Attention: Pamela Shaw, RN, MSN/MPH
Address: P.O. Box 997377, MS 7214	Address: 2525 Grand Avenue
City, Zip: Sacramento, CA 95899-7377	City, ZIP: Long Beach, CA 90815
Phone: (916) 322-2269	Phone: (562) 570-4208
Fax: (916) 552-9821	Fax: (562) 570-4049
E-mail: karissa.anderson@cdph.ca.gov	E-mail: Pamela.shaw@longbeach.gov

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A	GRANT APPLICATION
Exhibit B	The Grant Application provides the description of the project. BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIDILD	The approved budget supersedes the proposed budget in the Grant Application.
Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	Letter of Intent to Award
Exhibit E	Including all the requirements and Attachments contained therein ADDITIONAL PROVISIONS
Exhibit F	FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below. Executed By: **EXECUTED PURSUANT** TO SECTION 301 OF THE CITY CHARTER. Patrick H. West, City Manager City of Long Beach 2525 Grand Avenue Assistant City Manager Long Beach, CA 90815 Angela Salas, Chief Contracts and Purchasing Services Section California Department of Public Health 1616 Capitol Avenue, Suite 74.317 MS 1802, P.O. Box 997377 Sacramento, CA 95899-7377 APPROVED AS TO FORM CHARLES PARKIN, City LINDA T. VU DEPUTY CITY ATTORNEY

California Department of Public Health (CDPH) Safe and Active Communities Branch

Older Adult Falls Prevention Intent to Award Application **COVER PAGE**

Local Health Department Name: Long Beach Department of Health and Human Services

Website:

www.longbeach.gov/health

Program Contact Person:

Pamela Shaw, RN, MSN/MPH

<u>Title:</u> Nursing Services Officer

Address:

Long Beach Department of Health and Human Services

2525 Grand Avenue Long Beach, CA 90815

Phone:

(562) 570-4208

Fax:

(562) 570-4049

Email:

Pamela.shaw@longbeach.gov

Person authorized to sign agreement with CDPH: Patrick H. West

Title: City Manager

Address (if different from above): Same as above

Phone:

(562) 570-4208

Fax:

(562) 570-4049

Email:

Pamela.shaw@longbeach.gov

Total Amount Requested:

\$34,909.00

California Department of Public Health (CDPH) Safe and Active Communities Branch Older Adult Falls Prevention Intent to Award Application

1. Describe the older adult population within your jurisdiction, including data on the number of adults over 50 years old and the prevalence of falls.

The City of Long Beach (CLB) is an urban city in southern Los Angeles County - 7th largest in California – that is home to nearly half million diverse residents. The CLB's Department of Health and Human Services (LBDHHS) – 1 of 3 city health jurisdictions in California – has been committed to improving the lives of CLB residents for over 100 years. The LBDHHS commitment to senior health is evident in its Strategic Plan 2014-2019, where senior health is noted as one of its 4 goals ("improve the health, function, and quality of life of older adults, especially the frail and home-bound elderly").

There are 119,205 older adults ages 50 and over in Long Beach, representing nearly 25% of the total population (U.S. Census, 2010). The death rate due to unintentional falls among seniors 65 years and older in 2009 was 28.6 compared to 27 for Los Angeles County, with significant variation among males and females. The death rate due to unintentional falls among senior females 65 years and older was 18.9 compared to 29.7 for males. This variation is also seen by racial/ethnic groups: Whites (28.7), Black (13.9), Latino/Hispanic (17.5), and Asians/Other (19.9). In 2010, the non-fatal hospitalization rate for adults 65 years and older was 1909.5 per 100,000 compared to Los Angeles County at 1774.9 (CDPH, OSHPD, 2010). The non-fatal hospitalization rate for older adults ages 65 years and older differ by zip codes, with 90807 reporting the highest rate per 100,000 at 2590.3 and the lowest in 90810 with a rate of 1369.7.

Among the civilian population not living in an institution in 2010, 9.7 percent or 44,390 individuals reported at least one kind of disability. The percentage of individuals reporting a disability increased with age. For children and adolescents 5-17 years old, a total of 3,099 individuals or 3.8 percent reported a disability. This percentage rose to 39.8 percent or 15,441 individuals for those 65 and over (ACS, 2010, Table S1810). In the oldest population, 65 years and older, ambulatory difficulty (26.7%) and independent living difficulty (20.2%) were the most commonly reported disability (ACS, 2010, Table S1810).

2. Describe current older adult falls prevention activities within your jurisdiction, including how long they have been in place, who has oversight responsibilities, and any known evaluation results. Explain how the activities supported by the grant will strengthen and complement existing programs.

Falls prevention in Long Beach is a collaborative effort of several local agencies dedicated to ensuring the highest quality of life for older adults. For over a decade, the LBDHHS has operated the Senior Links Program as a key community resource for seniors offering comprehensive health assessments, health education, basic health screenings, linkages to care and referrals to social services, home visits by a Public Health Nurse and/or Medical Social Worker, and case management for high acuity patients. The Senior Links Program is located at the 4th Street Senior Center, a facility operated by the CLB Parks, Recreation and Marine. The location is a robust center with ample space, recreation and social support services for seniors.

The Heart of Ida is a nonprofit organization whose mission is to help older adults preserve independence as long as possible and provide comfort and cheer when assisted living is necessary. They offers programs that preserve independent living through an assessment of homes and provision of necessary repairs to ensure safety (Safe Homes) and community training and classes on evidence-based interventions aimed at reducing falls such as Stepping On and STEADI (Stopping Elderly Accidents, Deaths & Injuries). The Heart of Ida also provides community support and belonging to older adults through Ida's Readers, a shared reading program, and Operation Holiday Hearts, a seasonal program endeavors to bring cheer to older adults residing in board and care homes, assisted living facilities, and nursing homes. Other key community partners in promoting senior health in Long Beach are SCAN Independence at Home, and St. Mary's Senior Wellness. These organizations provide medical screenings, access to care, and referrals to social services.

Grants provided by the State will build the skills, knowledge and capacity of LBDHHS staff to implement the Stepping On program and further enhance its services to provide a comprehensive array of health and social services to seniors, particularly those who are frail and home-bound.

3. Describe your agency's ability to undertake the grant objectives.

Since its founding over 100-years ago, the Health Department has made it a priority to build citywide collaborations that leverage resources, increase health access to economically disadvantaged and linguistically isolated clients, and create community health networks that empower organizations and residents.

This California Department of Public Health Fall Prevention grant presents us with an optimal opportunity to expand our senior wellness network by partnering with Molina Healthcare, Senior Wellness Unit. The Molina Healthcare, Senior Wellness Unit was recently launched to provide Long Beach and surrounding area residents with wellness activities in partnership with Pacific College. The classes include a senior fitness class, a stretch and balance class, and a yoga class that are available to everyone in the community, regardless of whether they are a Molina Healthcare member.

Expanding the network with Molina Healthcare partnership will bring into the fold a large health network provider that has already expressed a commitment to send a staff member to the Stepping-On Training at UC San Diego. As a health provider, Molina Healthcare has the transportation services and medical staff volunteers to assist with the piloting of the Stepping-On curriculum in partnership with the Health Department and the Heart of Ida. This private, public and non-profit partnership will allow us to pilot-test the Stepping-On curriculum with a larger audience and build capacity within a Health Department and a leading health provider in the area. Attending the UC San Diego training will be a Public Health Nurse from the Health Department and a senior wellness expert from Molina Healthcare. Grant funds will be used to train these staff members on the Stepping On curriculum and they will serve as subject matter experts on falls prevention. These staff members will educate other public health staff and community partners on the importance of falls prevention and enlist their talents in supporting components of the Stepping On program for citywide implementation.

The Health Department has the internal financial planning and operations capacity to administer contracts expeditiously. Our Policy, Planning and Prevention Bureau has a fiscal analyst on staff that will expedite contractual agreements within the assigned grant period. Additionally, the Health Department has a long standing relationship with the aforementioned partners included in this grant proposal. Our lasting partnership has forged strong working relationships that will ensure completion of all grant objectives by September 2015.

4. Describe your training program (TCMBB and/or Stepping On) selections.

The Health Department will pursue the Stepping-On training program option. The curriculum aligns well with the Health Department's strategic plan objective to improve the health, function and quality of life of older adults. The curriculum's behavioral change component offers clients an opportunity to learn how to live without fear, make their homes safe, and prevent and/or reduce falls, altogether. Additionally, the curriculum secondary benefits include bridging socially isolated elderly clients to resources and a peer group that can provide social support. The evidenced-based, community workshop setting also supports our endeavors to integrate clinical and peer focused strategies to better address senior health in Long Beach.

This grant opportunity will also forge an expanded relationship with Molina Healthcare, one of the largest healthcare providers in Long Beach and surrounding areas. Working with Molina Healthcare, we will be able to provide the clinical care aspects required by the curriculum such as vision and pharmaceutical assessments. The Health Department will provide home visitation resources while staff at the Heart of Ida will serve as a sponsor organization and provide a peer educator to undertake this project.

The two staff members who will participate in the Stepping On three day training at UC San Diego will be Janine O'Hara, Public Health Nurse at the Health Department, and a senior wellness expert from Molina Healthcare, Senior Wellness Unit. Our Heart of Ida representative has already been certified as a Master Stepping On trainer and will serve as our sponsor.

5. Who do you plan on sending to the statewide conference and why?

Attending the statewide conference will be Janine O'Hara, a Public Health Nurse with over 20-years' experience with the Health Department. Janine currently serves as the lead liaison between the Health Department and the Heart of Ida, a non-profit, Long Beach-based organization working to improve the quality of life for seniors in the area. In this capacity, she works closely with partner staff on home visitations and referrals. Janine will also serve as the link with our newly identified senior wellness partner, Molina Healthcare. As the primary Health Department link between Molina Healthcare and Heart of Ida, Janine's participation at the statewide conference will provide her with an opportunity to explore strategies, models and tactics that will enhance her role as a Health Department lead, while also identifying best practices that can aid the local partnership network we are aiming to expand. Additionally, Janine will offer conference participants a unique local health jurisdiction perspective, which is often missing from state level conferences.

6. If the Optional Objective is included in the Scope of Work, explain the rationale for selecting this intervention and what accomplishments are expected.

While, Long Beach as a strong network of community-based organizations that work on senior health, there remains a great need and opportunity for coordination and sustained attention to the broad range of senior health and social issues. In order to build upon its Strategic Plan, the LBDHHS will use the grant funds to convene a community call to action workshop among local agencies to bring attention to the importance of falls prevention and build a sustainable framework for a citywide coordination of senior services. This effort will build a foundation for the LBDHHS to serve as the backbone organization for coordinating senior health services in Long Beach, while engaging a broader consortium of agencies to long-term partnerships that promote the highest quality of life for older adults.

The convening outcomes will include:

- Increase awareness of fall prevention efforts occurring locally and at the state level;
- Identify gaps and solutions to address local area senior fall and near fall incidence rates;
- Increase partnerships to integrate health and social services referrals of seniors to fall prevention programming in Long Beach, and
- Increase the advocacy role of the Long Beach Health and Human Service Advisory Board to increase resources for senior wellness.

We will also invite Archstone Foundation among other possible funders to this convening in an effort to begin conversations on the future financial sustainability of older adult care programming and integration of services.

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? ⊠Yes □No

Care/College Hospital will send one LBDHHS staff member and one College Hospital designee, with appropriate skills and experience, to a three-day Stepping On leader training, conducted by University of California, San Diego in the City of San Objective # 1: By April 30, 2015, the Long Beach Department of Health and Services in collaboration with Molina Health Diego.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify LHD staff or designees to be trained as Stepping On Leaders.	March 2015	Names of identified staff/designees
Register for training with UCSD.	March 2015	Registration receipt
Travel to San Diego and participate in the three-day leader training.	March/April 2015	Training completion certificate

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? □Yes ⊠No

Objective # : By April 30, 2015, one Local Health Department (LHD) staff member or designee, with appropriate skills and experience, will attend a two-day Tai Chi: Moving for Better Balance (TCMBB) Program instructor training, conducted by University of California, San Diego in the City of San Diego.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify LHD staff or designees to be trained as TCMBB Leaders.	March 2015	Names of identified staff/designees
Register for training with UCSD.	March 2015	Registration receipt
Travel to San Diego and participate in the two-day leader training.	March/April 2015	Training completion certificate

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? ⊠Yes □No

Objective # 2: By September 30, 2015, one seven-week course (one 2 hour class per week) of the Stepping On Program will be implemented and evaluated by the LBDHHS in collaboration with our Molina partner for older adults in the City of Long Beach.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Determine dates for the seven-week course.	March – May 2015	Selected dates
Identify and secure site, materials, and other logistics.	March – May 2015	Course site
Conduct recruitment of potential participants.	March – May 2015	Recruitment materials (flyer, email postings, etc.)
Participate in two post-training support webinars and technical assistance (TA) consultations with the Stepping On instructor.	May – August 2015	Webinar attendance materials and TA logs
Implement seven-week course with registered students, utilizing materials, skills and guidelines from the UCSD Stepping On training.	May – September 2015	Sign in sheets and other tracking materials

Measure rables	ation results
Performance Measure and/or Deliverables	Course evaluation results
Timeline	May – September 2015
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Major Tasks and Activities	Conduct evaluation and use results to inform the CDPH Summary Report.
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Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? □Yes ⊠No

Objective # : By September 30, 2015, one twelve-week course (two 1 hour classes per week) of the Tai Chi: Moving for Better Balance (TCMBB) Program will be implemented and evaluated for older adults in (insert name of the community).

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Practice TCMBB skills for a minimum of twenty hours, or as recommended to obtain instructor level experience.	April/May 2015	Practice logs
Video record trained leader conducting the twelve Tai Chi forms. Submit the recording electronically to the TCMBB instructor for review and evaluation.	May 2015	Video recording and instructor feedback
Participate in two web-based review classes and ongoing technical assistance (TA) consultations with TCMBB instructor to maintain program fidelity.	May – August 2015	Webinar attendance materials and TA logs
Determine dates for the twelve-week course.	April/May 2015	Selected dates
Identify and secure site, materials, and other logistics.	April/May 2015	Course site
Conduct recruitment of potential participants.	May 2015	Recruitment materials (flyer, email postings, etc.)

Implement twelve-week course with registered students, utilizing materials, skills and guidelines from the UCSD TCMBB training.	June – September 2015	Sign in sheets and other tracking materials
Conduct evaluation and use results to inform the CDPH Summary Report.	September 2015	Course evaluation results

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? ⊠Yes □No

Objective # 3: By May 31, 2015, at least one LBDHHS staff member will attend a single-day educational forum on older adult falls prevention for advanced learning and skills building.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify at least one LHD staff to attend the conference.	March 2015	Names of identified staff/designee
Register for conference and plan travel logistics.	March/April 2015	Registration and travel documents
Attend the conference and utilize information for optimizing falls prevention programming.	April/May 2015	Conference materials

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? ⊠Yes □No

Objective # 4: By September 30, 2015, LBDHHS will submit to CDPH a Summary Report and documentation of all expenses.

Scope of Work March 1, 2015 – September 30, 2015

local agencies to bring attention to the importance of falls prevention and build a sustainable framework for coordination of Objective # 5 (Optional): By August 31, 2015, LBDHHS will convene a local community call to action workshop among falls prevention activities and other services for seniors.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
LBDHHS will work with Heart of Ida to Identify the desired outcomes and target audience, and establish the timeframe for designing and implementing this objective. LBDHHS will coordinate the logistics for conducting the workshop, including location, speaker honoraria and transportation, and purchasing of needed supplies.	April 2015	Outline of event activities, invitees and expected outcomes
LBDHHS will coordinate with Heart of Ida to identify speakers, develop the workshop agenda and objectives, and evaluation materials.	May 2015	Agenda and planning materials
LBDHHS will collaborate with Heart of Ida to conduct and evaluate the workshop, and identify next steps.	August 2015	Materials, participant lists, evaluations, and participant input regarding next steps
LBDHHS will report to the CDPH Older Adult Injury Prevention Program on the workshop planning and implementation processes, evaluation results and outcomes, and suggestions for next steps in the Summary Report to CDPH.	September 2015	Summary Report

Exhibit B

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Karissa Anderson California Department of Public Health Safe and Active Communities Branch MS 7214 P.O. Box 997377 Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Advance Payments

A. Advance payments are subject to the provisions outlined in Exhibit B entitled "Advance Payments".

Exhibit B

Budget Detail and Payment Provisions

- B. Advance payments may be requested annually up to 25% of each annual budget by submitting an invoice for the amount of the advance. Grantor must liquidate or offset the amount of the advance with invoices before the end of each budget year/period. Regular payments thereafter, may be requested not more frequently than once per month in arrears.
- C. If an amendment increases the annual budget total, CDPH may advance up to 25% of any increase. If an amendment decreases the annual budget total, Grantor agrees to remit to CDPH the appropriate pro-rata share of any funds already advanced and shall do so within thirty (30) calendar days of receiving a re-payment request from CDPH.
- Grantor agrees to remit any unexpended advance payment balance to CDPH within forty-five (45) calendar days following the submission of the Grantee's final invoice.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

7. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. Section 704, City of Long Beach, Department of Health and Human Services, (Grantee) shall not use funds provided by the agreement to:

- A. Provide inpatient services;
- B. Make cash payment to intended recipients of health services;
- C. Purchase or improve land, purchase, construct or permanently improve any building or other facility or purchase major medical equipment;
- Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- E. Provide financial assistance to any entity other than a public or nonprofit private entity for research or training services; or
- F. Make payment for any item or service (other than an emergency item or service) furnished by;

 an individual or entity during the period such individual or entity is excluded from participation in any other federally funded program, or 2) at the medical direction or on the prescription of a physician during the period when the physician is excluded from participation in any other federally funded program.

EXHIBIT C

STANDARD GRANT CONDITIONS

- 1. APPROVAL: This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
- 2. AMENDMENT: No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
- **3. ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
- 4. AUDIT: Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
- 5. CONFLICT OF INTEREST: Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
- 6. INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

- 7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS: Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- **8. GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
- 9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- **10. INDEPENDENT ACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- **13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

- 15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- **16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.
- 17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
- **18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.



State of California—Health and Human Services Agency California Department of Public Health

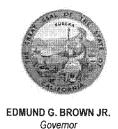


Exhibit D Letter of Intent to Award

November 14, 2014

TO: SELECTED LOCAL HEALTH DEPARTMENTS

RE: Older Adult Falls Prevention Letter of Intent to Award (ITA)

The California Department of Public Health (CDPH), Safe and Active Communities Branch (SACB) is pleased to announce the availability of limited, one-time-only funding from the Preventive Health and Health Services Block Grant for local health departments (LHDs) to advance older adult falls prevention. Your health department has been selected as a potential applicant for this funding because of recent or existing efforts being conducted in your county related to falls prevention.

The purposes of this ITA are to: 1) increase LHD program capacity for addressing older adult falls; and, 2) increase dissemination of evidence-based prevention interventions in communities served. LHD staff have the opportunity to attend a statewide conference on falls prevention, convene falls prevention partners, and become trained as Stepping On Program Instructors and/or Tai Chi: Moving for Better Balance Program Leaders. Although it is preferred that LHD staff serve as Leaders/Instructors for these programs, other individuals can be designated to serve in this capacity.

Federal and state requirements dictate that these funds must be encumbered by June 30, 2015, with activities to be completed by September 30, 2015. Funding will be awarded in the form of a grant to allow for more flexible and timely implementation and expenditure of the awarded funds. Award amounts will not exceed \$40,000 per awardee, and will be based on specific criteria such as demonstrated community need, prevalence of at-risk population, and the ability to achieve mandatory objectives and expend funds as required.

Mandatory Objectives

For each grant awarded, the scope of work (SOW) will include the following required objectives:

 Two LHD staff members or designees, with appropriate skills and experience, will be trained in the Stepping On Program, and/or one LHD staff member or designee will be trained in the Tai Chi: Moving for Better Balance (TCMBB) Program.

1 of 3

- One complete session of the Stepping On Program (7 weeks) and/or TCMBB Program (12 weeks) will be conducted in the community.
- At least one LHD staff member will attend a single-day statewide conference on older adult fall prevention in Spring 2015.
- A Summary Report including detail on activities completed, barriers encountered, lessons learned, strategies for sustaining activities, and documentation for all expenses will be submitted to CDPH/SACB.

The SOW may also include the following optional objective:

One local, regional or statewide meeting will be convened with older adult fall
prevention partners to increase program capacity, plan program sustainability, build
partner collaborations, expand outreach, and/or determine future policies and goals.
Examples may include a conference, strategic planning session, skills workshop, or
educational seminar.

To learn more about the Stepping On and TCMBB Programs, including optimal qualifications or characteristecs of potential trainors, visit the following links:

Tai Chi: Moving for Better Balance Program

http://cim.ucsd.edu/classes-events/tai-chi-instructor.shtml

http://www.cdc.gov/HomeandRecreationalSafety/Falls/compendium/1.4 tai chi.html

Stepping On Program

https://wihealthyaging.org/stepping-on

http://www.cdc.gov/HomeandRecreationalSafety/Falls/compendium/3.1 steppingon.html

Further information and discussion of these programs will be provided during the ITA Review Webinar scheduled for November 18, 2015 at 2:00 p.m.

Application Process

Applicants must complete the attached scope of work and budget templates, where indicated, and respond to the open-ended questions provided. Please return these templates in their original format, not as PDF documents.

Completed applications are due to CDPH/SACB on **December 5**, **2014** and should be submitted electronically to:

holly.sisneros@cdph.ca.gov and karissa.anderson@cdph.ca.gov.

Upon receipt of applications, an internal review will be conducted by CDPH/SACB staff with evaluation based on the previously stated criteria.

Tentative Timeline

Release of Intent to Award (ITA)

November 14, 2014

ITA Review Webinar

November 18, 2014

2:00 p.m.

Grant Applications Due to CDPH

December 5, 2014

Grant Award Notifications

December 10, 2015

Grant Award Negotiations

December 11-18, 2015

Final Scope of Work/Budget Due to CDPH

January 9, 2015

Proposed Start Date

March 1, 2015

We are hoping you will take advantage of this unique opportunity to further your older adult falls prevention efforts. Should you have any questions or require assistance with your application, please contact us as listed below. We look forward to receiving your application.

Sincerely,

Holly Sisneros, M.P.H. holly.sisneros@cdph.ca.gov 916-322-2262

Karissa Anderson karissa.anderson@cdph.ca.gov 916-322-2269

California Department of Public Health (CDPH) Safe and Active Communities Branch

Older Adult Falls Prevention Intent to Award Application

Part I: Narrative Instructions

Please respond to the questions listed below, not to exceed four pages total. Responses can be single spaced in 12 pt. Arial font and should use standard Word format or similar.

- Describe the older adult population within your jurisdiction, including data on the number of adults over 50 years old and the prevalence of falls.
- Describe current older adult falls prevention activities within your jurisdiction, including
 how long they have been in place, who has oversight responsibilities, and any known
 evaluation results. Explain how the activities supported by the grant will strengthen
 and complement existing programs.
- 3. Describe your agency's ability to:
 - expeditiously execute (finalize) a contract from CDPH;
 - identify and dedicate staff or designees for training and program implementation;
 - · sustain grant activities beyond the funding period;
 - complete all required/proposed objectives by September 30, 2015.
- 4. Describe your training program (TCMBB and/or Stepping On) selections:
 - Which training program(s) are you choosing and what is the rationale for this choice?
 - Who do you anticipate will be selected for training and why?
- 5. Who do you plan on sending to the statewide conference and why?
- 6. If the Optional Objective is included in the Scope of Work, explain the rationale for selecting this intervention and what accomplishments are expected.

Part II: Scope of Work (SOW) Template Instructions

A standardized SOW template has been created to facilitate the contracting process. For all but the Optional Objective, CDPH is requesting that <u>no edits or changes be made to the SOW template</u>. The proposed activities have already been populated into the template, along with the columns for "Timeline" and "Performance Measure and/or Deliverables."

Additionally, please follow these instructions:

- 1. include LHD specific information by completing the Cover Page;
- 2. enter the name of your LHD in the top right corner of each SOW page as indicated;
- 3. for some objectives, you will be prompted with the question:
 - "Selecting this objective? □Yes □No";
- 4. only number the objectives you are selecting and leave the remaining objective number space(s) blank; and,
- 5. return the SOW in Word (not PDF) format so that we may adjust any formatting.

Part III: Budget Template Instructions

Please follow these instructions:

- 1. insert your LHD name at the top of the template;
- 2. delete any instructions that appear in column B prior to submitting your budget;
- 3. round all amounts to the nearest whole dollar; and,
- 4. return the Budget in Excel format (not PDF) so that we may adjust any formatting.

California Department of Public Health (CDPH)

Safe and Active Communities Branch

Older Adult Falls Prevention Intent to Award Application COVER PAGE

Local Health Department Name:	
Website:	
Program Contact Person:	
<u>Title:</u>	
Address:	
Phone:	
Fax:	
Email:	
Person authorized to sign agreement wi	th CDPH:
<u>Title:</u>	
Address (if different from above):	
Phone:	
Fax:	
Email:	
Total Amount Requested:	

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? □Yes □No

Objective #____: By April 30, 2015, two Local Health Department (LHD) staff members or designees, with appropriate skills and experience, will attend a three-day Stepping On leader training, conducted by University of California, San Diego in the City of San Diego.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify LHD staff or designees to be trained as Stepping On Leaders.	March 2015	Names of identified staff/designees
Register for training with UCSD.	March 2015	Registration receipt
Travel to San Diego and participate in the three-day leader training.	March/April 2015	Training completion certificate

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? □Yes □No

Objective # ____: By April 30, 2015, one Local Health Department (LHD) staff member or designee, with appropriate skills and experience, will attend a two-day Tai Chi: Moving for Better Balance (TCMBB) Program instructor training, conducted by University of California, San Diego in the City of San Diego.

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Performance Measure and/or Deliverables	Names of identified staff/designees	Registration receipt	Training completion certificate
Timeline	March 2015	March 2015	March/April 2015
Major Tasks and Activities	Identify LHD staff or designees to be trained as TCMBB Leaders.	Register for training with UCSD.	Travel to San Diego and participate in the two-day leader training.

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? □Yes □No

Objective # : By September 30, 2015, one seven-week course (one 2 hour class per week) of the Stepping On Program will be implemented and evaluated for older adults in (insert name of the community).

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Determine dates for the seven-week course.	March – May 2015	Selected dates
Identify and secure site, materials, and other logistics.	March – May 2015	Course site
Conduct recruitment of potential participants.	March – May 2015	Recruitment materials (flyer, email postings, etc.)
Participate in two post-training support webinars and technical assistance (TA) consultations with the Stepping On instructor.	May – August 2015	Webinar attendance materials and TA logs
Implement seven-week course with registered students, utilizing materials, skills and guidelines from the UCSD Stepping On training.	May – September 2015	Sign in sheets and other tracking materials
Conduct evaluation and use results to inform the CDPH Summary Report.	May – September 2015	Course evaluation results

Scope of Work March 1, 2015 – September 30, 2015

Selecting this objective? □Yes □No

Objective # : By September 30, 2015, one twelve-week course (two 1 hour classes per week) of the Tai Chi: Moving for Better Balance (TCMBB) Program will be implemented and evaluated for older adults in (insert name of the community).

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Practice TCMBB skills for a minimum of twenty hours, or as recommended to obtain instructor level experience.	April/May 2015	Practice logs
Video record trained leader conducting the twelve Tai Chi forms. Submit the recording electronically to the TCMBB instructor for review and evaluation.	May 2015	Video recording and instructor feedback
Participate in two web-based review classes and ongoing technical assistance (TA) consultations with TCMBB instructor to maintain program fidelity.	May – August 2015	Webinar attendance materials and TA logs
Determine dates for the twelve-week course.	April/May 2015	Selected dates
Identify and secure site, materials, and other logistics.	April/May 2015	Course site
Conduct recruitment of potential participants.	May 2015	Recruitment materials (flyer, email postings, etc.)

Implement twelve-week course with registered students, utilizing June Septematerials, skills and guidelines from the UCSD TCMBB training. 2015	June – September 2015	Sign in sheets and other tracking materials
Conduct evaluation and use results to inform the CDPH Summary Se 201.	September 2015	Course evaluation results

Scope of Work March 1, 2015 – September 30, 2015

Objective # ___: By May 31, 2015, at least one Local Health Department (LHD) staff member will attend a single-day statewide conference on older adult falls prevention for advanced learning and skills building.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Identify at least one LHD staff to attend the conference.	March 2015	Names of identified staff/designee
Register for conference and plan travel logistics.	March/April 2015	Registration and travel documents
Attend the conference and utilize information for optimizing falls prevention programming.	April/May 2015	Conference materials

Scope of Work March 1, 2015 – September 30, 2015

Objective # ___: By September 30, 2015, submit to CDPH a Summary Report and documentation of all expenses.

Performance Measure and/or Deliverables	Evaluation and expenditure documents	Oraft Summary Report	Summary Report and documents
Timeline Pc ar	April – Ev September do 2015	September Dr 2015	September Su 2015 do
Major Tasks and Activities	Assemble program tracking information, evaluation results and expenditure data.	Draft the report following the format provided by CDPH. Include detail on activities completed, barriers encountered, lessons learned and strategies for continued program implementation.	Submit report and required fiscal documentation to CDPH.

Scope of Work March 1, 2015 – September 30, 2015

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session, skills workshop, or educational seminar) with older adult falls prevention partners to (increase program capacity, plan program sustainability, build partner collaborations, expand outreach, determine future policies and goals). (Optional): By August 31, 2015, convene a (local, regional or statewide) (conference, strategic planning Objective #

Exhibit D Letter of Intent to Award

Please round to the nearest whole dollar.

Health Department Name:			
Personnel			
Position Title	Monthly Salary Months	% FTE	Total
List each internal LHD staff position title here	Tronging Salety Profices	1	0
and complete columns C,D, and E			0
[List contractor(s)/designee(s) under Other Costs]			0
[Total(s) will auto populate in column F]			0
A. A			0
T000 000 000 000 000 000 000 000 000 00		***************************************	0
			0
	Sul	btotal Personnel	0
Fringe Benefits	Rate		Total
Insert benefit rate in cell C14	s	ubtotal Benefits	0
[Total benefit cost (benefit rate x personnel subtotal)			
will auto populate in cell F16]	Subtotal Personnel and	d Fringe Benefits	0
Operating Expenses - Expenses pertaining to the cost	of business. List all other costs ur	nder Other Costs.	Total
For example: Office Supplies			
Printing/Duplication			
Communications			
(Add others or delete any of these as necessary)			
	Subtotal On	erating Expenses	0
		erating expenses	· · · · · · ·
Travel - Travel costs as required to complete project (Mileage @ max. of \$0.56/mile)	deliverables.		Total
For example: Mileage to San Diego for TCMBB			i
and/or Stepping On Training	_		
Airfare to San Diego for			
Lodging in San Diego for			
Per Diem for			
(Add others or delete any of these as necessary)			
			l
		Subtotal Trave	0
		400	
Other Costs			Total
List other costs here, including contractor(s) or			l cora
designee(s)	Tekilingan, afatha		
	Sub	total Other Costs	0
	1	Total Direct Costs	. 0
Indirect Costs	-1		
xx% and description:		tal Indirect Costs	
Please input the % charged here and describe what is			
included in these indirect costs. Place the total dollar amount in cell F52.			
amount in cen roz.			
	- P	TOTAL COSTS	

Exhibit E

Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH <u>without cause</u> upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately <u>for cause</u>. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E

Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properl7 changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
- 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Federal Terms and Conditions

(For federally funded Grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

- 1. Federal Funds
- 2. Federal Equal Employment Opportunity Requirements
- 3. Debarment and Suspension Certification
- 4. Covenant Against Contingent Fees
- 5. Air or Water Pollution Requirements
- 6. Lobbying Restrictions and Disclosure Certification
- 7. Additional Restrictions

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race. color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
 - (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
 - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
 - (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in

any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

- (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Exhibit F

(Rev. 7/14) Page 6 of 9

STATE OF CALIFORNIA CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Long Beach	Cheryl Barrit
Name of Grantee	Printed Name of Person Signing for Grantee
	Of the second
14-10809	Cheu Abau I
Contract / Grant Number	Signature of Person Signing for Grantee
	Department of Health & Human Services
May 29, 2015	Policy, Planning & Prevention Bureau Manager
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health Program P.O. Box 997377, MS XXX Sacramento, CA 95899-XXXX

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Approved by OME 0348-0046

b. grant b. initial a c. cooperative agreement c. post-a d. loan	fer/application [] a. initial filing award b. material change		
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, If known:	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:		
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: 9. Award Amount, if known:		
8. Federal Action Number, if known:	\$. Award Amount, it knows.		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection, required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: Print Name: Title: Telephone No.: Date:		
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

Exhibit F

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

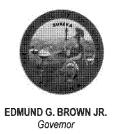
This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

- 1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
- 2. Identify the status of the covered Federal action.
- 3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
- 4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
- If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient.
 Include Congressional District, if known.
- 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
- Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
- 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
- 9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



State of California—Health and Human Services Agency California Department of Public Health



Date: 06/18/2015

To:

City of Long Beach

Attn:

Pamela Shaw

2525 Grand Avenue

Long Beach CA 908150000

Subject: Agreement No.

14-10809

Enclosed for your records is a copy of the fully executed agreement Contract/Interagency Agreement/Grant between the California Department of Public Health and City of Long Beach with a term of 03/01/2015 through 09/30/2015.

Approval was obtained on 03/01/2015 which represents the commencement date of this agreement.

When applicable:

Per Title2, section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment Housing, Office of Compliance Programs, of this agreement award of \$5,000.00 or more.

Military Veteran Code 999.5(d), Government Code 14841, and California Code of Regulations 1896.78(e) requires awarding departments to require Prime Contractors to certify that each Disabled Veteran Business Enterprise (DVBE) subcontractor receive payment for their participation, upon completion of a contract. If DVBE subcontractors were utilized under this contract, you must complete the form CDPH 9095 per instructions.

Public Contract Code 10116 requires state agencies to capture information on race, ethnicity, and gender of business owners of all awarded contracts and procurements. Please complete form DGS VSDS (rev12/12), attached. This information shall not be collected until after the contract has been awarded, and is strictly VOLUNTARY and shall be ANONYMOUS.

Contact CMU at (916) 650-0100 if there are questions about this letter. Return all items identified above to this address, or fax to (916) 319-8583:

CDPH Contract Management Unit 1616 Capitol Ave., Suite 74.317, MS 1802 PO Box 997377 Sacramento, CA. 95899-7377

For additional information pertaining to this agreement, please contact the State Contract Manager identified in the agreement.

Karissa Anderson (916) 322-2269 Division of Chronic Disease & Injury Control P.O. Box 997377, MS 7214

FAX (0) (916) 319-8583 ATTN, SB DVBE ADVOCATE VOLUNTARY STATISTICAL DATA SHEET

Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is <u>strictly voluntary</u>.

The data you provide on this form should best describe the ownership of your business. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more
 individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the
 stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business. For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/N	Ainority Classification	As defined in Public C	ontract Code Section 205	1 (e)		
🛛 Asian-	Indian – a person whose orig	ins are from India, Pakista	nn, or Bangladesh.			
☐ Black	- a person having origins in a	ny of the Black racial grou	ips of Africa.			
☐ Hispan	ic – a person of Mexican, Pu- or origin regardless o	erto Rican, Cuban, Centra f race.	l or South American, or o	ther Spanish or Portuguese culture		
O Native	Native American – an American Indian, Eskimo, Aleut, or Native Hawaiian.					
☐ Pacific	Asian – a person whose original Samoa, Guam, or to	ins are from Japan, China, the United States Trust Te	Taiwan, Korea, Vietnam rritories of the Pacific inc	, Laos, Cambodia, the Philippines, luding the Northern Marianas		
□ Other-	Any other group of natural patternent or participating	persons identified as minor local agency.	rities in the respective pro	ject specifications of an awarding		
Race Classif	lcation	As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at http://www.whitehouse.gov/omb/fedref/1997standards.html				
0	American Indian or Alaska	Native	٥	Asian		
0	Black or African American	a		Native Hawaiian or Other Pacific Islander		
٥	Other		٥	White		
Gender Clas	sification					
٥	Female	> :	☐ Male			
Sexual Orien	tation Classification			As defined by Public Contract Code 10111(f)		
۵	Lesbian	☐ Bisexual				
0	Gay	☐ Transgender				
	ITEMS BELOW	TO BE COMPLETED:	BY STATE AGENCY I	DEPARTMENT ONLY		
☐ Goods		Services		☐ Construction		
Total Contract Purchase: 34,909 Contract Award Date 6/18/15						
DGS VSDS (Rev 12/12)						