



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-7

For the meeting of: April 21, 2015

Date: March 26, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *Carroll*
Department of Health and Human Services – Public Health

Subject: Agreement between County of Humboldt and California Department of Public Health for Older Adult Falls Prevention and Supplemental Budget for Fiscal Year 2014-15 (4/5 vote required)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the Agreement between County of Humboldt and California Department of Public Health (CDPH) for the Older Adult Falls Prevention Grant in the amount of \$27,356 for the period beginning upon approval by CDPH through September 30, 2015;
2. Authorizes the Chair of the Board to sign two (2) originals of the signature page of the Agreement;
3. Directs the Clerk of the Board to return the two (2) originals of the Agreement to the Department of Health and Human Services (DHHS) – Contracts Unit for transmittal to DHHS – Public Health; and
4. Directs the Auditor Controller to supplement Fund 1175, Budget Unit 414 – Health Education for Fiscal Year 2014-15 as outlined in Attachment 2 (4/5 vote required).
5. Authorize the Director of Public Health to approve all future amendments to the Older Adult Falls Prevention Grant Agreement.

Prepared by Karl Falk-Carlson, AA II *CF* CAO Approval *Tracy Olsen*
 REVIEW: Auditor *WJM* County Counsel *Carroll* Human Resources *CF* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor *Bohn* Seconded by Supervisor *Sundberg*
 Ayes: *Sundberg, Lovelace, Fennell, Bohn, Buss*
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 21, 2015*
 By: *Tracy Olsen*
 Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Public Health Funds

DISCUSSION:

According to the 2010 California Department of Finance Projections, 18% of Humboldt County's population is 60 or more years old. This is above the statewide average of 15.5%. Furthermore, Humboldt County's population 60 and over is expected to more than double by 2040 as the County's large "Baby Boomer" population (27%) enters this age range. The increase in this section of the County's population will correspond with a need for increased services and accommodations.

One of the major service needs of the 60 and over population is around falls prevention. According to a survey done by Area 1 Agency on Aging and The California Endowment, Humboldt County seniors fall at a greater rate than the state average, are less likely to seek medical assistance after a fall than the state average and post hospitalization costs are significantly higher than the state average. Almost 52% of those surveyed stated that falls and accidents in the home were a concern. The CDPH Older Adult Falls Prevention Grant seeks to address this concern.

DHHS – Public Health will partner with the Humboldt Senior Resource Center (HSRC), who is currently offering a variety of movement and strength classes for older adults, on the Older Adult Falls Prevention Grant. The grant provides \$27,356 in total funding to train instructors in Tai Chi as a means to lessen falls in the older adult community. The training program will enhance existing efforts by allowing instructors to offer an evidence based practice that will maximize the benefit for participants.

The item before your Board today will approve the Agreement with CDPH in the amount of \$27,356 for the period beginning upon the date of final execution from CDPH through September 30, 2015.

FINANCIAL IMPACT:

Approval of the Agreement for the CDPH Older Adult Falls Prevention Grant will allow DHHS-Public Health to be reimbursed for grant expenditures over the period beginning upon the date of final execution from CDPH through September 30, 2015. The Supplemental Budget will adjust the County Budget in Fund 1175, Budget Unit 414 – Health Education in the amount of \$16,500 to account for grant funds that were unanticipated at the time of the County Fiscal Year 2014-15 budget process. The remaining funds of \$10,856 will be included in the County Budget for Fiscal Year 2015-16. There will be no impact to the General Fund.

The proposed Agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

California Department of Public Health
Humboldt Senior Resource Center

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the recommendations; however, this will result in the loss of funding for DHHS – Public Health and the loss of services to the community.

ATTACHMENTS:

- A. CDPH Older Adult Falls Prevention Grant Agreement (2 originals)
- B. Supplemental Budget, Fund 1175, Budget Unit 414 – Health Education

CALIFORNIA OLDER ADULT FALLS PREVENTION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

**COUNTY OF HUMBOLDT, DEPARTMENT OF HEALTH AND HUMAN SERVICES,
hereinafter “Grantee”**

**Implementing the project, OLDER ADULT FALLS PREVENTION PROJECT,”
hereinafter “Project”**

GRANT AGREEMENT NUMBER 14-10808

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 Twenty-seven thousand three hundred fifty-six dollars \$27,356.

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: Joan Levy, Senior Health Education Specialist
Address: P.O. Box 997377, MS 7214	Address: 908 7th Street
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Eureka, CA 95501
Phone: (916) 322-2269	Phone: (707) 441-5545
Fax: (916) 552-9821	Fax: (707) 268-0415
E-mail: karissa.anderson@cdph.ca.gov	E-mail: jlevy@co.humboldt.ca.us

Direct all inquiries to:

California Department of Public Health, Safe and Active Communities Branch	Grantee: County of Humboldt, Department of Health and Human Services
Attention: Karissa Anderson	Attention: Joan Levy
Address: P.O. Box 997377, MS 7214	Address: 908 7th Street
City, Zip: Sacramento, CA 95899-7377	City, ZIP: Eureka, CA 95501
Phone: (916) 322-2269	Phone: (707) 441-5545
Fax: (916) 552-9821	Fax: (707) 268-0415
E-mail: karissa.anderson@cdph.ca.gov	E-mail: jlevy@co.humboldt.ca.us

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

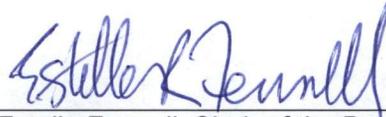
GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, 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:

Date:

April 21, 2015



Estelle Fennell, Chair of the Board of
Supervisors
County of Humboldt
825 5th Street
Eureka, CA 95501

Date:

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

**Exhibit A
Grant Application**

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: Humboldt County Department of Health and Human Services

Website: <http://humboldt.gov/192/Department-of-Health-Human-Services>

Program Contact Person: Joan Levy

Title: Senior Health Education Specialist

Address: 908 7th Street, Eureka, CA 95501

Phone: (707) 441-5545

Fax: (707) 268-0415

Email: jlevy@co.humboldt.ca.us

Person authorized to sign agreement with CDPH: Estelle Fennell

Title: Chair of the Board of Supervisors

Address (if different from above): 825 5th St, Eureka, CA 95501

Phone: (707) 476-2384

Fax: (707) 445-7299

Email: efennell@co.humboldt.ca.us

Total Amount Requested: \$27,356

Exhibit A
Grant Application

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.

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 California Department of Finance 2010 Projections, indicate that there are 26,209 persons age 60+ residing in Humboldt County. This represents 18% of the County's population and is higher than statewide, where seniors compose only 15.5% of the population. Humboldt County's older adult population is expected to more than double by the year 2040 as the County's large Boomer population (27%) enters their senior years. Our aging population will greatly increase the demand for services and accommodations.

Over 33% of Humboldt County seniors live in a rural setting with 40% living in the City of Eureka and surrounding areas. Slightly over 12% of the over-60 population has income at or below poverty level with 98% aging in their own homes and in their communities (*A Snapshot of Humboldt County Older Adults FY 2009/2010*, Prepared by Area 1 Agency on Aging, January 2010).

Humboldt County seniors fall at a greater rate than the state average, they are less likely to seek medical assistance after a fall than the state average and post hospitalization costs are significantly higher than the state average. Almost 52% of seniors surveyed locally were concerned about falls and accidents in the home (*Gray Matters: Getting Humboldt County on Track for an Aging Population, 2011, A survey of Older Adults in Humboldt County*, Area 1 Agency on Aging and The California Endowment).

Humboldt County seniors reporting more than one fall in the past year increased from 14.8% in 2003 to 18.3% in 2007. This rate is significantly higher than the statewide fall rates of 11.9% in 2003 and 14.5% in 2007 (*CA Health Interview Survey, 2007*).

Injury prevention efforts are critical to keep our County's older adults independent and healthy. Maintaining strength and balance are key for people to maintain active lives.

Exhibit A Grant Application

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.

The Area 1 Agency on Aging (A1AA), in Humboldt County, oversees STRONG (Strength Training Resources for Osteoporosis Northcoast Group). STRONG classes focus on strength training, flexibility and balance for general health and osteoporosis/fall prevention.

The program began in 1999. It was created by a community task force composed of a variety of medical providers, medical administrators, dieticians, exercise instructors, University staff, senior center staff, social workers, public health and a senior housing representative. Currently, the program offers classes at 19 sites throughout the county. There were studies conducted in 2001, 2002 and 2003 which demonstrated significant improvements for their participants. A1AA is currently conducting another study to demonstrate that STRONG is evidenced based and meets the federal requirements. They stated that their results look encouraging so far.

Activities in this grant will complement A1AA efforts by offering a different type of movement class and increasing options for the community. Bringing in a new curriculum will offer an alternative for those interested in Tai Chi. A1AA supports broadening efforts to reduce the number of older adult falls in the county. The falls prevention convening that will be held, if this proposal is funded, will also strengthen and complement their program by sharing resources and encouraging providers to promote local class offerings to appropriate patients.

The Humboldt Senior Resource Center (HSRC) currently offers three weekly classes called *Beginning Tai Chi Movements*. The drop-in class is led by self-taught instructors, covers basic moves and has been ongoing for a number of years. HSRC has also offered *Tai Chi for Arthritis*, since November 2012 and *Continuing Tai Chi for Arthritis*, since April 2014. These classes require pre-registration and run for ten weeks. There has not been an evaluation component for any of these classes.

If funded, HSRC will send one of their current instructors to the TCMBB leader training. This will strengthen their existing program by building their capacity to offer an evidence based practice and an opportunity to evaluate their efforts.

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;

Exhibit A
Grant Application

- complete all required/proposed objectives by September 30, 2015.

The contract from CDPH will be finalized in as timely a manner as possible. Our agency's ability to do this results from Public Health staff having a close working relationship with the Department's Contracts Unit and county counsel. Our analysts are used to working on time sensitive documents and in particular with State contracts.

Public Health will be partnering with the Humboldt Senior Resource Center (HSRC) for program implementation. HSRC is currently offering a variety of movement and strength classes for older adults and has already identified potential individuals for training and program implementation. Our Public Health Director is committed to assigning one Health Education Specialist from the Healthy Communities Division to also receive this grant funded training.

Public Health looks forward to leveraging existing resources and looking for new funding to expand programming for falls prevention in older adults. This is a great area of need in Humboldt County and utilizing this funding opportunity to kick off a new program will assist us in building our capacity to provide prevention activities to older adults. HSRC has the ability to hold fee for service classes. This funding, if awarded, will allow promotion and implementation of the initial course followed by a possible fee for service structure.

Many programs in the Healthy Communities Division at Public Health are grant funded. Staff has extensive experience completing scope of work activities that are tied to timelines as well as overseeing subcontractors that contribute to the work. Public Health is committed to providing program deliverables by the grant's final deadline.

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?

HSRC selected the TCMBB program because many older adults in the community have shown an interest in learning Tai Chi as evidenced by enrollment in existing classes. The training program will enhance existing efforts by allowing instructors to offer an evidence based practice that will maximize the benefit for participants. Program Sustainability is promising through a fee for service structure at HSRC, post grant period.

Exhibit A Grant Application

HSRC anticipates sending one of their existing instructors who has been studying Tai Chi since 2010 and has experience teaching Tai Chi to older adults in Humboldt County. Additionally, this instructor has received Tai Chi training through the Arthritis Foundation.

If the budget allows, Public Health would like to select one Health Education Specialist from the Healthy Communities Division to also receive this grant funded training. One of our current staff members used to work with a local diabetes prevention program where she taught Tai Chi to participants.

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

Public Health will send two Health Education Specialists (HES) to the educational forum. These Public Health staff will work closely with our partner organization, the HSRC, and ideally, will have also received the TCMBB training. The two public health HES selected will have the ability to synthesize advanced learning at the conference and build appropriate skills. The HES will utilize conference information to help develop an agenda for the optional convening. The HES will also utilize the knowledge obtained at the conference to further injury prevention efforts within the Healthy Communities Division.

HSRC will send their TCMBB leader to the conference as a way to broaden their knowledge about older adult falls prevention. That person will be able to share conference outcomes with HSRC staff as well as with their course participants and at the convening held later in the summer.

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

This optional objective presents an exciting opportunity to convene a meeting with local stakeholders to address falls prevention in older adults. Objectives of the meeting will include sharing the latest resources and research from the Falls Prevention Conference, raising awareness about local programs, encouraging providers to recommend evidence based falls prevention courses to their patients and discussion of local data. The meeting will also address strategies for meeting the following Healthy People 2020 objectives:

- Reducing the rate of emergency department visits due to falls among older adults
- Preventing an increase in fall related deaths among adults 65 years and older

Meeting accomplishments will include outlining future steps to increase multi-faceted fall prevention programs.

**Exhibit A
Grant Application**

**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

**Exhibit A
Grant Application**

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

Selecting this objective? Yes No

Objective #1: By April 30, 2015, one Humboldt County DHHS staff member and one staff member from the Humboldt Senior Resource Center, 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

**Exhibit A
Grant Application**

**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

**Exhibit A
Grant Application**

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

Selecting this objective? Yes No

Objective #2: 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 Eureka by Humboldt Senior Resource Center trained staff.

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.)

**Exhibit A
Grant Application**

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

**Exhibit A
Grant Application**

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

Selecting this objective? Yes No

Objective #3: By May 31, 2015, two Humboldt County DHHS staff members and one Humboldt Senior Resource Center staff member will attend a single-day statewide educational forum on older adult falls prevention for advanced learning and skills building.

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

**Exhibit A
Grant Application**

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

Selecting this objective? Yes No

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

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

**Exhibit A
Grant Application**

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

Selecting this objective? Yes No

Objective #5 (Optional): By August 31, 2015, Humboldt County DHHS and the Humboldt Senior Resource Center will convene one local educational seminar with a minimum of fifteen older adult falls prevention partners to increase program capacity, build partner collaborations and expand outreach with the ultimate goal of program sustainability.

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
<p>Establish outcomes, participants, timeframes, location, etc.</p> <p>Meeting outcomes:</p> <ul style="list-style-type: none"> • An increased understanding of local data. • Raised awareness amongst medical and other service providers about best practices in falls prevention and available resources in the community. • Outline future steps to sustain and increase local fall prevention programs. <p>Invited participants will include medical professionals from private practice and the Open Door Community Health Centers, Area 1 Agency on Aging, Humboldt Senior Resource Center, Public Health nursing, social and mental health providers and Senior Action Coalition members.</p> <p>Planning for the Eureka meeting will begin in early April and will be scheduled for August 2015. Objectives of the meeting will include sharing the latest resources and research from the Falls Prevention Conference, raising awareness about local programs, encouraging providers to recommend evidence based falls prevention courses to their patients and discussion of local data.</p>	<p>April 2015</p>	<p>Outline of event activities, invitees and expected outcomes</p>

**Exhibit A
Grant Application**

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
<p>Identify speakers, consultants, set agendas, topics, etc.</p> <p>Speakers at the meeting may include: Directors of Public Health and the Senior Resource Center, Public Health Epidemiologist, home health nurses and a Tai Chi leader.</p> <p>Agenda topics may include description of the older adult falls problem in the county, recent resources and research and strategies to meet Healthy People 2020 objectives:</p> <ul style="list-style-type: none"> • Reducing the rate of emergency department visits due to falls among older adults • Preventing an increase in fall related deaths among adults 65 years and older 	<p>April – May 2015</p>	<p>Agenda and planning materials</p>
<p>Conduct and evaluate meeting/event.</p> <p>The meeting will be held in Eureka, CA.</p>	<p>August 2015</p>	<p>Materials, participant lists, evaluations</p>
<p>Report on the planning and implementation processes, evaluation results and outcomes in the Summary Report to CDPH.</p>	<p>September 2015</p>	<p>Summary Report</p>

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.
- D. 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, County of Humboldt, 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;
- D. 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;
1) 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.



RON CHAPMAN, MD, MPH
Director & State Health Officer

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



EDMUND G. BROWN JR.
Governor

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.

Exhibit D Letter of Intent to Award

- 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 characteristics of potential trainers, 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.

**Exhibit D
Letter of Intent to Award**

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

Exhibit D
Letter of Intent to Award

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.

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.
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.
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 no edits or changes be made to the SOW template. The proposed activities have already been populated into the template, along with the columns for "Timeline" and "Performance Measure and/or Deliverables."

Exhibit D
Letter of Intent to Award

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.

**Exhibit D
Letter of Intent to Award**

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:

Title:

Address:

Phone:

Fax:

Email:

Person authorized to sign agreement with CDPH:

Title:

Address (if different from above):

Phone:

Fax:

Email:

Total Amount Requested:

**Exhibit D
Letter of Intent to Award**

**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

**Exhibit D
Letter of Intent to Award**

**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

**Exhibit D
Letter of Intent to Award**

**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

**Exhibit D
Letter of Intent to Award**

**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.)

**Exhibit D
Letter of Intent to Award**

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

**Exhibit D
Letter of Intent to Award**

**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

Exhibit D
Letter of Intent to Award
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.

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

**Exhibit D
Letter of Intent to Award**

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

Selecting this objective? Yes No

Objective #___ (Optional): *By August 31, 2015, convene a (local, regional or statewide) (conference, strategic planning 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).*

Major Tasks and Activities	Timeline	Performance Measure and/or Deliverables
Establish outcomes, participants, timeframes, location, etc.		Outline of event activities, invitees and expected outcomes
Identify speakers, consultants, set agendas, topics, etc.		Agenda and planning materials
Conduct and evaluate meeting/event.		Materials, participant lists, evaluations
Report on the planning and implementation processes, evaluation results and outcomes in the Summary Report to CDPH.		Summary Report

Exhibit D Letter of Intent to Award

Please round to the nearest whole dollar.

Health Department Name:

Health Department Name:				
Personnel				
Position Title	Monthly Salary	Months	% FTE	Total
List each internal LHD staff position title here 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
				0
				0
				0
Subtotal Personnel				0
Fringe Benefits				
Rate				Total
Insert benefit rate in cell C14		Subtotal Benefits		0
[Total benefit cost (benefit rate x personnel subtotal) will auto populate in cell F16]	Subtotal Personnel and Fringe Benefits			0
Operating Expenses - Expenses pertaining to the cost of business. List all other costs under Other Costs. Total				
For example: Office Supplies				
Printing/Duplication				
Communications				
(Add others or delete any of these as necessary)				
Subtotal Operating Expenses				0
Travel - Travel costs as required to complete project deliverables. (Mileage @ max. of \$0.56/mile) Total				
For example: Mileage to San Diego for TCMBB 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)				
Subtotal Travel				0
Other Costs Total				
List other costs here, including contractor(s) or designee(s)				
Subtotal Other Costs				0
Total Direct Costs				
Total Direct Costs				0
Indirect Costs				
xx% and description: Please input the % charged here and describe what is included in these indirect costs. Place the total dollar amount in cell F52.	Total Indirect Costs			
TOTAL COSTS				0

Exhibit E

Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. 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.
 - I. 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).
- b. 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.”

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.

County of Humboldt

Name of Grantee

14-10808

Contract / Grant Number

Date

April 21, 2015

Estelle Fennell

Printed Name of Person Signing for Grantee

Estelle Fennell

Signature of Person Signing for Grantee

Chair of the Board of Supervisors

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 notify the Grantee in writing of an alternate submission address.

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 OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p>	
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>		
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p>		
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>		
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>		
<p>11. 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.</p>	<p>Signature: _____</p>		
	<p>Print Name: _____</p>		
	<p>Title: _____</p>		
	<p>Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>	

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.
5. 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.
7. 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.

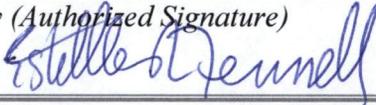
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Humboldt		<i>Federal ID Number</i> 94-6000513
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Estelle Fennell, Chair of the Board of Supervisors		
<i>Date Executed</i> April 21, 2015	<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

Attachment B

**HUMBOLDT COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH BRANCH
Health Education**

Budget 1175-414 Healthy Communities

Supplemental Budget - Increase

Fiscal Year: 2014/15

Revenue

Object Description	Account Number	Object	Amount
Other Grants	1175-414	707-254	\$16,500.00

Expenditures

Object Description	Account Number	Object	Amount
Small Grants Program	1175-414	3017	\$16,500.00