

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Community Action Partnership of Orange County
Agreement Type:	2015 Subgrant Agreement
Date Approved:	10 13 2015
Start Date:	10 01 2015
End Date:	09 30 2016
Contract Amount:	\$145,000
Comments	Community Services
Insurance Expiration:	N/A
Date Archived:	<b>ARCHIVED 12/04/2015</b>

## Subgrant Agreement

This Subgrant (hereinafter referenced as "Agreement") is entered into between Community Action Partnership of Orange County, a California non-profit corporation, (hereinafter referenced as "Subgrantor" and City of Garden Grove, a municipal corporation, (hereinafter referenced as "Subgrantee") for the funding of Orange County Partnerships to Improve Community Health Grant (hereinafter referenced as "Grant") for a one (1) year term and shall be effective on October 1, 2014.

### Recitals

The Grant is authorized under Section 317(k)(2) of the Public Health Service Act, 42 U.S. Code 247b(k)(2). The Grant Number is 1U58DP005861-01. The goals of the Grant are (1) Create social and physical environments that promote good health for all; (2) Promote health and reduce chronic disease risk through the consumption of healthful diets and achievement and maintenance of healthy body weight; (3) Improve access to comprehensive, quality health care services; and (4) Reduce illness, disability, and death related to tobacco use and secondhand smoke exposure. The Orange County Partnership to Improve Community Health project will focus on goals one and two. The Grant aligns with national health objectives aimed at creating social and physical environments that promote good health for all by encouraging collaboration across sectors, implementing evidence-based strategies, and measuring the effects of prevention activities. With the making of policy, systems and environment (PSE) changes, the goal is to improve short- and long-term health outcomes. Population-based strategies create greater access to healthier environments where people live, learn, work, and play. The Grant reflects the importance of cross-sector collaborations to build accepted and sustainable changes and the need to evaluate and communicate what works. The PICH logic model provides a framework to use throughout program planning, implementation, and evaluation. All proposed objectives and activities in the work plan, known as the Community Action Plan (CAP), should be connected to elements reflected in the logic model and contribute to the ultimate goals of improving quality of life, averting premature death and reducing medical costs.

1. **Scope of Work**

Subgrantee's scope of work is set forth in Exhibit "A" and is made part of this Agreement. Failure to complete the scope of work within the Term of this

Agreement is considered as a default and at Subgrantor's option, subgrantor can refuse future renewal of this Agreement.

This Grant has been assigned the Federal Award Identification Number (FAIN) U58DP005861. Subgrantee must document the assigned FAIN on all communication and correspondence.

2. Term and Amount of Agreement

- a. Term of this Agreement is from October 1, 2014 to Sept 29, 2015;
- b. There are two (2) 1-year options which are contingent on adequate funding from the Centers for Disease Control and Prevention (CDC) and satisfactory programmatic progress of Subgrantee. Subgrantee must give ninety (90) day notice in writing as prescribed herein to Subgrantor to exercise each option;
- c. The maximum amount of funding from October 1, 2014 to Sept 29, 2015 is \$145,000; and
- d. This Agreement shall terminate if the agreement between Subgrantor and CDC is terminated and upon such termination, Subgrantor shall have no further liability to Subgrantee.

3. Program Requirements, Standards and Guidance

- a. This award is based on the application submitted to Subgrantor and as approved by CDC and is subject to the terms and conditions incorporated either directly or by reference in the following:
  - i. The Grant program legislation and program regulation, as amended from time to time, cited in the Notice of Award (NOA) between CDC and Subgrantor; (a copy of which is attached hereto and incorporated herein as Exhibit "B");
  - ii. The restrictions on the expenditure of federal funds in appropriation acts to the extent those restrictions are pertinent to this award;
  - iii. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period; and
  - iv. The terms and conditions cited in this Agreement.
- b. Subgrantee shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements,

administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to sub-subgrants executed by Subgrantee, notwithstanding any language contained in the following authorities that might otherwise exempt Subgrantee from their applicability.

- i. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- ii. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 174;
- iii. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230;
- iv. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225; and
- v. OMB Circular A-133 will apply to audits of fiscal year ending before December 26, 2014. The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal year beginning on or after December 26, 2014.

4. Payment and Whistleblower Hot Line Information

- a. Subgrantor will issue monthly payment to Subgrantee upon receipt and approval of a certified Expenditure/Activity Report. The Report shall indicate the actual expenditures being billed to Subgrantor for reimbursement for the specific report period. Subgrantee shall submit backup for all expenses, including but not limited to invoices, proposed bids, time cards and payroll register, within 15 days after the month ended;
- b. If Subgrantee owes Subgrantor any outstanding balances(s) for overpayments, current or previous, the balance(s) may be offset after notice to Subgrantee providing an opportunity to present any valid objection to the offset; and
- c. Whistleblower Protections – The HHS office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-



mail to [hhstips@oig.hhs.gov](mailto:hhstips@oig.hhs.gov) or by mail to Office of the Inspector General Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SE, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

5. Award Information

- a. The Funding Opportunity Announcement (FOA) Number for this Non-Research award is CDC-RFA-DP14-1417. Subgrantee must comply with all terms and conditions outlined in Subgrantor's Notice of Award, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts; and
- b. Program income – Any program income generated under this Grant will be used in accordance with the Addition alternative.

6. Funding Restrictions and Limitations

- a. Funding Opportunity Announcement (FOA) Restrictions:  
Restrictions that must be considered while planning the programs and writing the budget are:
  - i. Subgrantee may not use funds for research;
  - ii. Subgrantee may not use funds for clinical care;
  - iii. Subgrantee may use funds only for reasonable program purposes, including personnel, travel, supplies, and services;
  - iv. Generally, Subgrantee may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget;
  - v. Reimbursement of pre-award costs is not allowed;
  - vi. Other than for normal and recognized executive-legislative relationships, no funds may be used for: publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body 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 any legislative body; and
- vii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees.
- b. Indirect Costs are not approved for this award;
  - c. Cost limitations as stated in the Consolidated Appropriations Act 2014 – Item A through G
    - i. Cap on Salaries (Div. H, Title II, Sec. 203): None of the funds appropriated in this Grant shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds;
    - ii. Gun Control Prohibition (Div. H, Title II, Sec. 217): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control;
    - iii. Proper Use of Appropriations - Publicity and Propaganda (LOBBYING) FY2012 (Div. H, Title V, Sec. 503):
      - a) 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 of 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 itself;

- b) 503 (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 normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government;
- c) 503(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. For additional information, see Additional Requirement 12 at [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm) and AntiLobbying Restrictions for CDC Grantees at [http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf);
- d) Needle Exchange (Div. H, Title V, Sec. 522): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug;
- e) Restricts dealings with corporations with recent felonies (Div. E, Title VI, Sec. 623): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative

agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government;

- f) Restricts dealings with corporations with recent felonies (Div. E, Title VI, Sec. 623): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government;
- g) Blocking access to pornography (Div. H, Title V, Sec. 528): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- iv. Rent or Space Costs: Subgrantee is responsible for ensuring that all costs included in this Grant to establish billing are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 CFR Part 225,, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122). Furthermore, it is the responsibility of the Subgrantee to ensure rent is a legitimate direct cost line item;
- v. Trafficking In Persons: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). For the full text of the award terms and conditions, see, <http://www.cdc.gov/od/pgo/funding/grants/Award Term and Condition for Trafficking in Persons.shtm>; and
- vi. Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30<sup>th</sup> of the 5<sup>th</sup> fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

7. Audit Requirements

- a. Audit requirements for Subgrantee: The Subgrantor will ensure that the Subgrantee receiving CDC funds meet the requirements detailed in the NOA. The Subgrantor will also ensure to take appropriate corrective action within six (6) months after receipt of the Subgrantee audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). If a Subgrantee is not required to have a program-specific audit, the Subgrantor will still perform adequate monitoring of Subgrantee's activities. Subgrantee will

cooperate and permit the independent auditor access to Subgrantee's records and financial statements.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal year beginning on or after December 26, 2014;

- b. Federal Funding Accountability and Transparency Act (FFATA): Subgrantor is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). Subgrantor must file the FFATA sub-award report by the end of the month following the month in which Subgrantor awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the Agreement, agencies are required to provide the information requested in the FFATA form on or before the 15<sup>th</sup> day after execution of this Agreement. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on Subgrantee's eligibility for CDC funds;
- c. Total Compensation of Subgrantee's Executives: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier subgrantee under this Grant, you must report the names and total compensation of each of the subgrantee's five most highly compensated executives for the subgrantee's preceding completed fiscal year, if:
- In the Subgrantee's preceding fiscal year, the Subgrantee received:
    - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards);
    - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
    - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of

the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Subgrantee must report Subgrantee's executive total compensation to Subgrantor by the 20<sup>th</sup> of the month following the month during which Subgrantor makes the Subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), Subgrantee must report any required compensation information to the Subgrantor by November 20<sup>th</sup> of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization; and
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions;
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133. Audits of States, Local Governments, and Non-Profit Organizations). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract;
- Subgrantee means an entity that receives a sub-award from Subgrantor under the Grant; and is accountable to the Subgrantor for the use of the Federal funds provided by the sub-award;

- Total compensation means the cash and non-cash dollar value earned by the executive during the Subgrantee's or the sub-grantee's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
    - Salary and bonus;
    - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
    - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees;
    - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans;
    - Above-market earnings on deferred compensation which is not tax-qualified; and
    - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- d. Record Retention
- i. All records maintained by Subgrantee shall meet the OMB requirements contained in the following Circulars, or subsequent amendments thereto: A 102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A 110, Subpart C, (Nonprofit Organizations and Education Institutions), whichever is applicable;
  - ii. Subgrantee shall maintain all records pertaining to this Agreement for a minimum period of three (3) years after submission of the final report. However, Subgrantee shall maintain all such records until resolution of all audit and monitoring findings are completed; and



- iii. Subgrantee assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

8. Compliance Monitoring

a. Right to monitor, audit and investigate

- i. Any duly authorized representative of the federal government and Subgrantor shall have the right to monitor and audit Subgrantee and all sub-subgrantees providing services under this Agreement through on-site inspections, audits, and other applicable means determines necessary;
- ii. Subgrantee shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Subgrantee shall agree to make such information available to the federal government and Subgrantor to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request;
- iii. Any duly authorized representative of the federal government or Subgrantor shall have the right to undertake investigations in accordance with 42 U.S.C. §9901 et seq., as amended; and
- iv. All agreements entered into by Subgrantee with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal government or Subgrantor access to the working papers of said audit firm(s).

b. Ensuring all costs claimed are allowable:

- i. As the subrecipient of federal funds under this Agreement, Subgrantee is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal laws, and for tracing all costs to the level of expenditure;
- ii. As the administrator of this Grant, duly authorized representative of the federal government or Subgrantor must

conduct onsite and follow-up monitoring, and other audits/reviews as necessary, to ensure that:

- a) Subgrantee meets federal performance goals, administrative and financial management standards, and other requirements applicable to Grant; and
  - b) Funds allocated to Subgrantee are expended for the purposes identified in federal law for allowable and allocable costs in accordance with federal OMB requirements.
- c. The federal government and Subgrantor shall provide Subgrantee reasonable advance written notice of on-site monitoring reviews of Subgrantee's program or fiscal performance. Subgrantee shall cooperate with the Inspector General and Subgrantor's program and audit staff and other representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement;
- d. In the event it is determined that Subgrantee is not in compliance with material or other legal requirements of this Agreement, Subgrantor shall provide Subgrantee with observations, recommendations, and/or findings of noncompliance in writing, along with specific action plans for correcting the noncompliance;
- e. Collection of Disallowed Costs
- i. In the event questioned costs are identified in a final decision on cost disallowance issued by the federal government or Subgrantor, Subgrantee shall comply with any demand for repayment, as specified in such final report;
  - ii. Time to response. Subgrantee shall have no more than twenty (20) days from receipt of the final decision to tender payment to Subgrantor or, alternatively, to provide Subgrantor with complete and accurate information or documentary evidence in support of the allowability of questioned costs;
  - iii. Notice after review of further supporting evidence. If Subgrantee challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in

subparagraph 8(e)(ii), Subgrantor shall, after consideration of Subgrantee's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than forty (40) days after receipt of Subgrantee's information or documentation.

Subgrantee shall have ten (10) days from receipt of such Notice to tender payment or a repayment plan acceptable to Subgrantor;

- iv. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing and delivered in accordance with the terms stated under this Agreement; and
  - v. Subgrantor may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.
- f. In the event that Subgrantee fails to comply with the audit requirements stated herein, Subgrantor may impose sanctions as provided in 2 CFR §200.338 - Remedies for noncompliance, which may include:
- i. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency or Subgrantor;
  - ii. Disallowing all or part of the cost of the activity or action not in compliance;
  - iii. Wholly or partly suspending or terminating the Grant;
  - iv. Initiate suspension or debarment proceedings (as authorized under 2 CFR part 180 and Federal awarding agency regulations);
  - v. Withholding further funding for the Grant; and/or
  - vi. Taking other remedies that may be legally available.

9. General Requirements

a. Travel Cost

In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the NOA. To prevent disallowance of cost, the Subgrantee is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures.

Subgrantee approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable;

b. Food and Meals

Costs associated with food or meals are allowable when consistent with OMB Circulars and guidance, HHS Federal regulations, Program Regulations, HHS policies and guidance. In addition, costs must be proposed in accordance with Subgrantee approved policies and a determination of reasonableness has been performed by the Subgrantee. Subgrantee approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable;

c. Prior Approval

All requests, which require prior approval, must bear the signature of an authorized official of the business office of the Subgrantee's organization named on this Agreement.

All correspondence (including emails and faxes) regarding this Grant must be dated, identified with the AWARD NUMBER, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Contract Manager listed below:

Belinda Ong  
Community Action Partnership of Orange County  
12666 Hoover St  
Garden Grove, CA 92841  
Telephone: 714-406-2500, ext. 5350  
Email: [bong@capoc.org](mailto:bong@capoc.org)

d. Inventions

Acceptance of Grant funds obligates Subgrantee to comply with the standard patent rights clause in 37 CFR Part 401.14;

e. Publications

Publications, journal articles, etc. produced under this Grant must bear an acknowledgment and disclaimer, as appropriate, for example: This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, 1 U58 DP 005861-1 funded by the Centers for Disease Control and Prevention. Its contents are solely the

responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services;

f. Acknowledgment of Federal Support

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with this Grant, Subgrantee shall clearly state:

- Percentage of the total costs of the program or project which will be financed with this Grant;
- Dollar amount of this Grant for the project or program; and
- Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

g. Copyright Interests Provision

This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable Grant regulations and CDC's Public Access Policy, Subgrantee agrees, through Subgrantor, to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this Grant upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Subgrantee and/or the Subgrantee's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Subgrantee and/or Subgrantee's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. Subgrantee must obtain prior approval from Subgrantor and CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article.

Subgrantee and its submitting authors working under this Grant are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this Grant, Subgrantee must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter;

h. Disclaimer for Conference/Meeting/Seminar Materials

If a conference/meeting/seminar is funded by this Grant, Subgrantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government;

i. Logo use for Conference and Other Materials

Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the Subgrantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the Subgrantee to request consent through Subgrantor for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government

logos. In all cases for utilization of Government logos, Subgrantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer through Subgrantor;

j. American Made products

To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non - expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with Subgrantee policy, a lower threshold may be established. Please provide the information to Subgrantor to establish a lower equipment threshold to reflect Subgrantee's organization's policy.

Subgrantee may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations and OMB circulars;

k. Federal Information Security Management Act (FISMA)

All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E- Government Act of 2002, PL 107-347.

FISMA applies to Subgrantee only when Subgrantee collects, stores, processes, transmits or uses information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, Subgrantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research.

If/When information collected by a Subgrantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal

Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: [http://frwebgate.access.gpo.gov/cqibin/getdoc.cgi?dbname=107\\_cong\\_public\\_laws&docid=f:publ347.107.pdf](http://frwebgate.access.gpo.gov/cqibin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf);

- I. Pilot Program for Enhancement of Contractor Employee Whistleblower Protection:
  - i. Subgrantee is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NOAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Grant. The use of the term "Contract", "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee";
  - ii. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908;
  - iii. The Subgrantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation; and
  - iv. The Subgrantee shall insert the substance of this clause, including this paragraph (d), in all subcontracts over the simplified acquisition threshold.
- m. Amendment and Modification
  - i. Formal amendments to this Agreement are required for changes to: the term, total cost or Maximum Amount, scope of work, and/or formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or



Agreement not incorporated in the Agreement is binding on any of the parties;

- ii. If Subgrantee intends to request a formal amendment to this Agreement, the request must be submitted in writing; and
- iii. Any increase to out-of-state travel costs or equipment purchases will require a request for modification to the budget.

10. Correspondence Requirements

- a. All correspondence, including emails and faxes, to Subgrantor must be dated, identified with the Award Number and include name, email address, phone number and fax number of contact person.
- b. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States certified mail and deemed delivered three (3) days after tendered for delivery, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically or as is customary between the parties.
- c. Address of Subgrantor and point of contact:

For Program Correspondence  
Ann Mino – Program Manager  
12666 Hoover Street  
Garden Grove, CA 92841  
Email: [amino@capoc.org](mailto:amino@capoc.org)  
Telephone: 717-406-2500, ext. 5316

For Contract Correspondence  
Belinda Ong – Contract Manager  
12666 Hoover Street  
Garden Grove, CA 92841  
Email: [bong@capoc.org](mailto:bong@capoc.org)  
Telephone: 714-406-2500, Ext. 5350

- d. Address of Subgrantee and point of contact

City of Garden Grove

Attn: John Montanhez - Recreation Manager

11222 Acacia Parkway

Garden Grove, CA 92840

11. Closeout Requirements

Subgrantee must submit closeout reports in a timely manner. Unless an extension is granted, Subgrantee must submit all closeout reports within sixty (60) days after the last day of the final budget period. Failure to submit timely and accurate final reports may affect future funding. An original plus two copies of the reports must be mailed to Subgrantor by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports. All manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the progress reports.

a. Final Performance Report:

At a minimum, the report should include the following:

- i. Statement of progress made toward the achievement of originally stated aims;
- ii. Description of results (positive or negative) considered significant; and
- iii. List of publications resulting from the project, with plans, if any, for further publication.

b. Final Financial Report

The final financial report should only include those funds authorized and actually expended during the timeframe covered by this report. This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations;

c. Equipment Inventory Report

An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this Grant with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of

Federal funds used in the acquisition of the item. The Subgrantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 2 CFR Parts 200, 215.37 or 2 CFR Part 215.71. These requirements do apply to equipment purchased with non-federal funds for this Grant. CDC may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC and Subgrantor will notify the Subgrantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required; and

d. Final Invention Statement

An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting <http://www.hhs.gov/forms/hhs568.pdf>. If no inventions were conceived under this assistance award, a negative report is required.

12. Insurance Requirements

- a. By execution of this Agreement, Subgrantee agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

Commercial General Liability with broad form property damage and contractual liability – minimum \$1,000,000 per occurrence and \$2,000,000 aggregate

Automobile Liability (including coverage for owned, non-owned and hired vehicles) – minimum \$1,000,000 per occurrence

Worker's Compensation – statutory

Employer's Liability – minimum \$1,000,000 per occurrence

Professional Liability - \$1,000,000 per claims made or per occurrence  
Employee Liability – minimum \$750,000

- b. Subgrantee shall provide Subgrantor with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement;
- c. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subgrantee agrees to provide within thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate shall identify and name Subgrantor as the Certificate Holder;
- d. New Certificates of Insurance will be reviewed for content and form by Subgrantor;
- e. In the event Subgrantee fails to maintain in effect at all times the specified insurance and bond coverage as herein provided, Subgrantor may, in addition to any other available remedies it may have, suspend this Agreement;
- f. With the exception of workers' compensation and fidelity bond, CDC shall be named as additional insured on all Certificates of Insurance required under this Agreement;
- g. The issuance of other CDC contracts, to include any cash advances and reimbursement payments, to the Subgrantee shall be contingent upon required current insurance coverage being on file at Subgrantor and CDC for this Agreement; and
- h. Should Subgrantee utilize a sub-subgrantee(s) to provide services under this Agreement, Subgrantee shall indemnify and hold Subgrantor and CDC harmless against any liability incurred by that sub-grantee(s).

13. Codes of Conduct

- a. Written standards. Subgrantee shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Subgrantee shall participate in the selection, award, or administration of a sub-subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any

member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Subgrantee shall neither solicit nor accept gratuities, favors, or anything of monetary value from sub-subgrantees or parties to sub-subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

- b. Self-dealing prohibited. Subgrantee shall not pay federal funds received from CDC to any entity in which it (or one of its employees, officers, agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Subgrantee shall not sub-subcontract with a subsidiary. Similarly, Subgrantee shall not sub-subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations), and/or OMB Circular A 110, Section 42, or subsequent amendments to these requirements.
- c. Subgrantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- d. Subgrantee shall establish written safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

#### 14. Procurement Standards

- a. Maintenance of written procurement procedures. Subgrantee shall administer this Agreement in accordance with all federal rules and regulations pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto. Subgrantee

shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for education institutions and nonprofit organizations), or any subsequent amendments to these standards, and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition;

- b. Eligible bidders. Subgrantee shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective sub-subgrantee performance and eliminate unfair competitive advantage, individuals, or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Subgrantee shall award any sub-subgrant to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Subgrantee when considering price, quality, and other factors. Subgrantee's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient;
- c. Subgrantee assures that all supplies, materials, vehicles, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Subgrantee shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or sub-subcontract for any articles, supplies, equipment, or services to be obtained from vendors or sub-subcontractors;
- e. Non-competitive bid justification. If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Subgrantee shall maintain adequate justification for the absence of competitive bidding "Adequate justification" must include, but is not limited to:

- i. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
    - ii. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
    - iii. Analysis of cost(s) to demonstrate reasonableness.
  - f. Emergency procurements. In cases of bona fide emergency where awarding a sub-subgrant is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process;
  - g. In all procurements, Subgrantee is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements; and
  - h. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.
- 15. Sub-Subgrant
  - a. Subgrantee may enter into sub-subgrant(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of sub-subgrant services under this Agreement, Subgrantee shall obtain board approval, to include but not be limited to, an assurance that the sub-subgrantee agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in ARTICLE 1 -SCOPE OF WORK;
  - b. Notification of sub-subgrant execution. Subgrantee shall provide written notification to Subgrantor within sixty (60) calendar days prior to execution of each sub-subgrant agreement the name of the sub-subgrantee entity, its address, telephone number, contact person, contract amount, and program description of each sub-subgrantee activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Subgrantee's knowledge, the sub-subgrantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of sub-subgrantee eligibility, Subgrantee

- may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.sam.gov/portal/public/SAM/>;
- c. If Subgrantor determines that Subgrantee has executed a sub-subgrant with an individual or entity listed as debarred, suspended, or otherwise ineligible on EPLS as of the effective start date of the sub-subgrant, costs Subgrantee has incurred under this Agreement may be disallowed;
  - d. Subgrantee is solely responsible for allowable use and allocation of all funds under this Agreement. Subgrantee shall maintain control and accounting procedures capable of tracing funds paid to any sub-subgrantee to a level of expenditure sufficient to establish that such funds have been used in accordance with the terms of this Agreement and applicable laws. Any sub-subgrants under this Agreement shall provide for adequate controls and substantiation of expenditures. Such controls may include requiring sub-subgrantees to provide detailed invoices, periodic monitoring of sub-subgrantee's program activities and fiscal accountability, retaining a right of reasonable access to the sub-subgrantee's books and records, or any other method(s) by which Subgrantee can fulfill its responsibility to substantiate costs as required by OMB Circulars A-87, 122, and 133 and/or applicable amendments to these provisions;
  - e. Subgrantee is solely responsible for performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the Federal government, the State and Subgrantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of sub-subgrant agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the sub-subgrantee(s);
  - f. Nothing contained in this Agreement shall create any contractual relation between Subgrantor and any sub-subgrantees, and no sub-subgrant shall relieve the Subgrantee of its responsibilities and obligations hereunder. Subgrantee shall be liable for any acts and omissions of its sub-subgrantees or of persons either directly or indirectly employed by sub-subgrantees in violation of this Agreement. Subgrantee's obligation to pay sub-subgrantee(s) is independent from CDC and Subgrantor's obligation to make payments to Subgrantee.



As a result, CDC and Subgrantor shall have no obligation to pay or to enforce payment of any moneys to any sub-subgrantee; and

- g. In the event CDC and/or Subgrantor suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Subgrantee shall notify all of its sub-subgrantees in writing within five (5) days of receipt of notice of such action.

16. Federal and State Policy Provisions

- a. Certifications – Subgrantee’s signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will comply with the provisions set forth in the following:

- i. Drug Free Workplace Requirements Contract Certification Clause (CCC 307);
- ii. National Labor Relations Board Certification (CCC 307);
- iii. Expatriate Corporations (CCC 307);
- iv. Domestic Partners (CCC 307);
- v. Amendment for Change of Agency Name (CCC 307);
- vi. Resolution (CCC 307);
- vii. Air and Water Pollution Violation (CCC-307);
- viii. Information Integrity and Security (Department of Finance, Budget Letter 04-35); and
- ix. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Department of General Services, Management Memo 08-11)

The above documents are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto;

- b. Federal Certification Regarding Debarment, Suspension and Related Matters - Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any sub-subgrantee(s):

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- ii. Have not within a three (3) year period preceding this 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; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- iii. 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 of this certification;
  - iv. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default;
  - v. If any of the above conditions are true for the Subgrantee, any of its officers, or any sub-subgrantee(s), Subgrantee shall describe such condition(s) in writing and submit this information to Subgrantor with the other forms Subgrantee must complete and return prior to Subgrantor's execution of this Agreement. Based on the description, Subgrantor in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Subgrantee, it shall be deemed a material breach of this Agreement, and Subgrantor may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the this Agreement; and
  - vi. As provided in this Agreement, Subgrantee must certify in writing to the best of its knowledge that any sub-subgrantee(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- c. Affirmative Action Compliance
- i. Each Subgrantee or sub-subgrantee with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program;
  - ii. The written program shall follow the guidelines set forth in Title 41 CFR Section 60 1.40, Sections 60 2.10 through 60 2.32, Sections 60 250.1 through 60 250.33, and Sections 60 741.4 through 60 741.32; and

- iii. Each Subgrantee or sub-subgrantee with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Subgrantee shall ensure that sub-subgrantees falling within the scope of this provision shall comply in full with the requirements thereof.
- d. Nondiscrimination Compliance
  - i. Subgrantee's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section;
  - ii. Subgrantee hereby certifies compliance with the following:
    - a) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;
    - b) Title VI and Title VII of the Civil Rights Act of 1964, as amended;
    - c) Rehabilitation Act of 1973, as amended;
    - d) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;
    - e) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended; and
    - f) Public Law 101 336, Americans with Disabilities Act of 1990, as amended.
- e. Transparency Act Reporting - In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Subgrantee that 1) are not required by the IRS to annually file a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to Subgrantor a current list of names and total compensation of Subgrantee's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to Subgrantor. This requirement applies

only to Subgrantee that falls within all three categories set forth in this paragraph;

f. Specific Assurances

i. Pro-Children Act of 1994

- a) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C -Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act);
- b) Subgrantee further agrees that the above language will be included in any sub-subgrants that contain provisions for children's services and that all sub-subgrantees shall certify compliance accordingly. For detailed explanation, see <http://providers.csd.ca.gov/>;
- c) This Agreement incorporates by reference all provisions set forth in the Child Support Services and Referrals (Section 678 (b) 1998 CSBG Reauthorization Act). For detailed explanation, see <http://providers.csd.ca.gov/>.

ii. Federal and State Occupational Safety and Health Statues. Subgrantee assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws;

iii. Political Activities

- a) Subgrantee shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement; and
- b) Subgrantee is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

iv. Lobbying Activities

- a) Subgrantee shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject

of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement; and

b) If Subgrantee engages in lobbying activities, Subgrantee shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, Attachment \_\_, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

v. Data Universal Numbering System (DUNS) Requirements  
Subgrantee shall provide to Subgrantor proof of an active nine-digit Data Universal Numbering System (DUNS) number as a prerequisite to execution of this Agreement. To obtain authentication of the DUNS number, print and submit verification from the Systems for Award Management website at <https://www.sam.gov/portal/public/SAM/>.

17. General Terms and Conditions

- a. Approval: This Agreement is of no force or effect until signed by both parties and approved by the CDC, if required. Subgrantee may not commence performance until such approval has been obtained;
- b. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
- c. Assignment: This Agreement is not assignable by Subgrantee, either in whole or in part, without the consent of Subgrantor in the form of a formal written amendment;
- d. Audit: Subgrantee 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, Subgrantee agrees to include a similar right of the awarding agency and Subgrantor to audit records and interview staff in any sub-subgrantees related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896);
- e. Indemnification: Subgrantee agrees to indemnify, defend and save harmless CDC and Subgrantor, their officers, agents and employees

- from any and all claims and losses accruing or resulting to any and all subgrantee, sub-subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subgrantee in the performance of this Agreement;
- f. Disputes: Subgrantee shall continue with the responsibilities under this Agreement during any dispute;
  - g. Termination for Cause: Subgrantor may terminate this Agreement and be relieved of any payments should the Subgrantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination Subgrantor may proceed with the work in any manner deemed proper by Subgrantor. All costs to Subgrantor shall be deducted from any sum due Subgrantee under this Agreement and the balance, if any, shall be paid to the Subgrantor upon demand;
  - h. Independent Contractor: Subgrantee, and the agents and employees of Subgrantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Subgrantor;
  - i. Non-Discrimination Clause: During the performance of this Agreement, Subgrantee and its sub-subgrantees shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Subgrantee and its sub-subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee and its sub-subgrantee(s) shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2

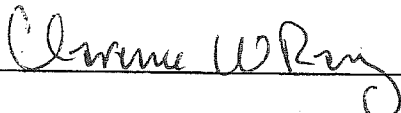
- of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subgrantee and its sub-subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all sub-subgrant to perform work under this Agreement;
- j. Timeliness: Time is of the essence in this Agreement;
  - k. Governing Law: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
  - l. Antitrust Claims: The Subgrantee by signing this Agreement hereby certifies that if services or goods are obtained by means of a competitive bid, the Subgrantee shall comply with the requirements of the federal and state laws;
  - m. Child Support Compliance Act: If this Agreement is in excess of \$100,000, the Subgrantee acknowledges in accordance with Public Contract Code 7110, that:
    - i. The Subgrantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
    - ii. The Subgrantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
  - n. Unenforceable Provision: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby;
  - o. Texting while driving: Subgrantee and sub-subgrantees of this Agreement are prohibited from texting while driving a Government owned vehicle or when using Government furnished electronic equipment while driving any vehicle. Texting means reading from or

entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Subgrantee and sub-subgrantees are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last signed.


**Subgrantor**

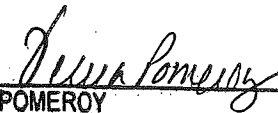
Community Action Partnership  
Of Orange County,  
a California non-profit corporation

By:   
Name: Clarence W. Ray  
Title: Executive Director  
Date: 5/27/15

**Subgrantee**

City of Garden Grove  
a municipal corporation

By:   
Name: Allan Reeder  
Title: Interim City Manager  
Date: 5/6/15

ATTEST:   
TERESA POMEROY  
Deputy City Clerk  
City of Garden Grove  
DATED: 5/6/15



**Exhibit A**  
**Scope of Work**

**Scope of Work October 1, 2014 to September 29, 2015**

Partnerships to Improve Community Health (PICH) use evidence and practice-based strategies to create or strengthen healthy environments that make it easier for people to make healthy choices and take charge of their health. PICH maximizes public health impact in a sustainable way by creating, updating and implementing Policy, Systems and Environmental (PSE) changes within the targeted communities.

OC-PICH, which includes 11 funded agencies, will focus on 3 targeted strategies; increase access and consumption of healthy foods and beverages, increase access to safe places to be active, and media/communications as it related to CDC approved activities/strategies to community residents (safe biking/walking campaign, increase water consumption campaign, etc.). All strategies will have an evaluation component, which all subgrantees will provide their evaluation information (surveys, results, etc.), as it related to OC-PICH/CDC funded projects, to CAPOC and to the program evaluation subgrantees,. The project is required to reach 75% or 623,757 residents in the cities of Anaheim, Garden Grove and Santa Ana by September 2017.

**Project Period Objective (PPO) – Nutrition**

**Increase the number of K-12 schools with improved school local procurement policies and practices:**

Farm to Institution– The Coalition will expand farm-to-institutions programs in Anaheim, Garden Grove and Santa Ana. Implementing Farm to School with the program’s jurisdiction will create access to healthy, local food options for community residents and priority population. The City’s activities for this strategy include:

- Support OCFAC and other coalition partners, as needed.

**Increases the number of jurisdictions with strategies to incorporate land/vendor use agreements to improve access to fresh, local produce and strategies to incorporate free/low-cost beverage options, specifically water to community residents:**

Community Garden – The Coalition will expand community, school and home gardens and distribution of grown fresh produce to the larger community. The achievement of our activities will create land use policies that will allow community members access to healthy foods. The City’s activities for this strategy include:

- Advocate updating, amending or establishing new zoning or land policies to accommodate community gardens, as needed. Deliverable - program/progress report; and
- Identify opportunities to implement new community gardens, as needed. Deliverable -.program/progress report.

Water Access- Discourage consumption of sugar-sweetened beverages/encourage consumption of water, specifically tap water in public spaces. AHOC's activities for this strategy include:

- Encourage residents to consume water/support CAPOC's water campaign; and
- Support other partner's efforts, as needed.

#### **Project Period Objective (PPO) – Physical Activity**

**Increase the number of K-12 schools insuring students receive moderate to vigorous state required physical activity minutes.**

Physical Activity Opportunities – Supports the CA State law that mandates every student needs to receive 200 minutes of Physical Education every 10 school days in elementary schools and 400 minutes every 10 school days in secondary schools. AHOC will support the development and implementation of physical activity policies in the targeted school districts. The Coalition will focus on one school district, while still providing technical assistance to the other districts. The City's activities for this strategy include:

- Support OCDE and other coalition partners.

**Increase the number of jurisdiction with improved policies and physical environment related to active transportation.**

Active Transportation – Includes enhancing and supporting infrastructure for bicycle and pedestrian plans, enhance traffic safety in areas where persons are physical activity. The City's activities for this strategy include:

- Provide and encourage physical activity opportunities for residents. Deliverable- Program/Progress Report;
- Install permanent physical activity equipment in a public park. Deliverable - Installation of equipment;
- Install/Extend walking path in public park. Deliverable - installation of walking path;

- Organize and host an Open Streets Event. Deliverable - Event;
- Support safe, healthy environments. Deliverable – program/progress report; and
- Support and assist, as needed, UCI and SSG evaluation efforts. Deliverable – program/progress report.

**Project Period Objective (PPO) – Media and Communications**

**Increase the number of jurisdictions with media and communications supporting community health activities.**

Media/Communications - communicate our partnerships and PSE strategies to the public. The overall communication plan will utilize mixed communication methods to target all areas of OC-PICH jurisdiction in communication our health campaigns. CAPOC will house the communications at their site. If any technical assistance is needed regarding communications for OC-PICH please submit a request.

- Provide support for the development of a social media campaigns, as well as, other mixed communication methods. Deliverable – calendar of events and Implementation of media campaigns.

The City's program progress and performance will be monitored by the Program Manager. The Contract Manager will ensure The City of Garden Grove is contract compliant. The following will be required of Subgrantee:

- Required attendance to monthly OC-PICH planning meetings;
- Provide a monthly activity/event calendar to the Program Manager. The calendar will include activities completed with CDC funds, as well as supporting un-funded activities;
- Quarterly program/progress reports due to Program Manager (including; meetings, activities, PSE efforts, etc.);
- All payroll related support materials for personnel working on the OC PICH program will be submitted to Contract Manager monthly;
- Submit bidding process, following CDC & CAPOC policies and procedures, to Contracts Manager, as needed;
- All budget and/or program modifications need to have prior approval by PI;
- Monthly billing reports (including all invoices related to OC PICH funding) due to Contract Manager; and
- CAPOC will complete site visits at a minimum two times per contract year, as funding allows; and

- Use OC-PICH logo, slogan and materials, once created and approved by the Coalition, for all OC-PICH related materials. CAPOC will house the Communications for this project. If any materials or more information is needed regarding media/communications please submit a request.

**Exhibit B**  
**Notice of Award**

**The first page of the NOA is intentionally left blank**

**SECTION I - AWARD DATA - 1U58DP005861-01**

**Award Calculation (U.S. Dollars)**

Salaries and Wages	
Fringe Benefits	\$183,489
Personnel Costs (Subtotal)	\$60,221
Supplies	\$243,710
Travel Costs	\$5,100
Other Costs	\$5,908
Consortium/Contractual Cost	\$240,750
	\$889,783

Federal Direct Costs	
Approved Budget	\$1,385,251
Federal Share	\$1,385,251
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$1,385,251</b>
	\$1,385,251

**AMOUNT OF THIS ACTION (FEDERAL SHARE)** \$1,385,251

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02	\$1,385,251
03	\$1,385,251

**Fiscal Information:**

CFDA Number: 93.331  
 EIN: 1952452787A1  
 Document Number: 005861DP14

IC	CAN	2014	2015	2016
DP	939012K	\$1,385,251	\$1,385,251	\$1,385,251

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$1,385,251	\$1,385,251
2	\$1,385,251	\$1,385,251
3	\$1,385,251	\$1,385,251

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

**CDC Administrative Data:**

PCC: / OC: 4151 / Processed: ERAAPPS 09/20/2014

**SECTION II - PAYMENT/HOTLINE INFORMATION - 1U58DP005861-01**

For payment information see Payment Information section in Additional Terms and Conditions.

**INSPECTOR GENERAL:** The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to [hhstips@oig.hhs.gov](mailto:hhstips@oig.hhs.gov) or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

**SECTION III - TERMS AND CONDITIONS - 1U58DP005861-01**



This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award has been assigned the Federal Award Identification Number (FAIN) U58DP005861. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

Treatment of Program Income;  
Additional Costs

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**SECTION IV – DP Special Terms and Conditions – 1U58DP005861-01**

Funding Opportunity Announcement (FOA) Number: CDC-RFA-DP14-1417  
Award Number: 1U58DP005861 - 1 Community Action Partnership of Orange County  
Award Type: Cooperative Agreement  
Applicable Cost Principles: 2 CFR Part 230 Cost Principles Non-Profit Organizations (OMB Circular A-122)

**AWARD INFORMATION**

**Incorporation:** The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement number CDC-RFA-DP14-1417, entitled Partnerships to Improve Community Health (PICH), and application dated SELECT DATE, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

**CLARIFICATION:** The Statutory Authority of 42 USC 241 42 CFR 52 cited on the first page of this Notice of Award is incorrect.  
The correct Statutory Authority for this grant under FOA DP14-1417 is: This program is authorized under Sections 317 (k)(2) of the Public Health Service Act 42 U.S.Code 247b(k)(2).

**Approved Funding:** Funding in the amount of \$1,385,251 is approved for the Year 01 budget period, which is September 30, 2014 through September 29, 2015. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

**Award Funding:** Not funded by the Prevention and Public Health Fund

**Objective Review Statement Response Requirement:** The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, October 30, 2014, will cause delay in programmatic progress and will adversely affect the future funding of this project.

**Budget Revision Requirement:** By October 30, 2014 the grantee must submit a revised budget with a narrative justification and work plan. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Staff Contacts section of this notice before the due date.

**Program Income:** Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

### **FUNDING RESTRICTIONS AND LIMITATIONS**

#### **Funding Opportunity Announcement (FOA) Restrictions:**

Restrictions that must be considered while planning the programs and writing the budget are:

- Awardees may not use funds for research.
- Awardees may not use funds for clinical care.
- Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs is not allowed.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body 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 any legislative body.
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

**Indirect Costs:** Indirect costs are not approved for this award, because an approved Indirect Cost Rate Agreement has not been established. The costs identified as Indirect Costs have been moved to Direct Costs, Other category. To have indirect costs approved for this grant, submit an approved indirect cost rate agreement to the grants management specialist no later than 30 days of receipt of this Notice of Award.

#### **Cost Limitations as Stated in the Consolidated Appropriations Act, 2014, (Items A through G)**

**A. Cap on Salaries (Div. H, Title II, Sec. 203):** None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds. **B. Gun Control Prohibition (Div. H, Title II, Sec. 217):** None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control. **C. Proper Use of Appropriations - Publicity and Propaganda (LOBBYING) FY2012 (Div. H, Title V, Sec. 503):**

- 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 of 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 itself.
- 503 (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 normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- 503(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 of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm) and Anti Lobbying Restrictions for CDC Grantees at [http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

D. Needle Exchange (Div. H, Title V, Sec. 522): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Restricts dealings with corporations with recent felonies (Div. E, Title VI, Sec. 623): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

F. Restricts dealings with corporations with unpaid federal tax liability (Div. E, Title VI, Sec. 622, Div. H, Title V, Sec. 518): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

G. Blocking access to pornography (Div. H, Title V, Sec. 528): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**Rent or Space Costs:** Grantees are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87); and 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122). The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award.

**Trafficking In Persons:** This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). For the full text of the award terms

and conditions, see,  
[http://www.cdc.gov/od/pgo/funding/grants/Award\\_Term\\_and\\_Condition\\_for\\_Trafficking\\_in\\_Persons.shtml](http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtml)

**Cancel Year:** 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30<sup>th</sup> of the 5<sup>th</sup> fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2014 funds will expire September 30, 2017. All FY 2014 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2017. After this date, corrections or cash requests will not be permitted.

### **REPORTING REQUIREMENTS**

**Annual Federal Financial Report (FFR, SF-425):** The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the calendar quarter in which the budget period ends. The FFR for this budget period is due to the GMS/GMO by December 29, 2015. Reporting timeframe is September 30, 2014 through September 29, 2015.

The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. All Federal reporting in PMS is unchanged.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the grantee is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

FFR (SF-425) instructions for CDC Grantees are available at <http://grants.nih.gov/grants/forms.htm>. For further information, contact [GrantsInfo@nih.gov](mailto:GrantsInfo@nih.gov). Additional resources concerning the eFSR/FFR system, including a User Guide and an on-line demonstration, can be found on the eRA Commons Support Page: <http://www.cdc.gov/od/pgo/funding/grants/eramain.shtml>.

**Performance Reporting:** The Annual Performance Report is due no later than 120 days prior to the end of the budget period, **May 29, 2015**, and serves as the continuing application. This report should include the information specified in the FOA.

**Audit Requirement : Domestic Organizations:** An organization that expends \$500,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

**Electronic Submission:**

[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocqa5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocqa5i0))/account/login.aspx)

AND

Procurement & Grants Office, Risk Management & Compliance Activity  
Electronic Copy to: [PGO.Audit.Resolution@cdc.gov](mailto:PGO.Audit.Resolution@cdc.gov)

After receipt of the audit report, the National External Audit Review Center will provide audit resolution instructions. CDC will resolve findings by issuing Final Determination Letters.

**Audit requirements for Subrecipients:** The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

**Federal Funding Accountability and Transparency Act (FFATA):** FFATA applies to new awards that have been made and noncompeting continuations that were issued as new awards on or after October 1, 2010. In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to A-133 (see Section 205(h) and Section 205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: [http://www.ecfr.gov/cgi-bin/text-idx?SID=62c0c614004c0ada23cb6552e0adcdc6&node=2:1.1.1.1.4&rgn=div5#\\_top](http://www.ecfr.gov/cgi-bin/text-idx?SID=62c0c614004c0ada23cb6552e0adcdc6&node=2:1.1.1.1.4&rgn=div5#_top)

FFATA: [www.fsrs.gov](http://www.fsrs.gov). Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to <http://www.fsrs.gov>. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov/specify>.

**Total Compensation of Recipient Executives:** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
  - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Report executive total compensation as part of your registration profile at <http://www.sam.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

**Total Compensation of Sub-recipient Executives:** Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
  - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
  - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
  - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

**Definitions:**

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
  - Governmental organization, which is a State, local government, or Indian tribe;
  - Foreign public entity;
  - Domestic or foreign non-profit organization;
  - Domestic or foreign for-profit organization;
  - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
  - Salary and bonus
  - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- o Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- o Above-market earnings on deferred compensation which is not tax-qualified.
- o Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **GENERAL REQUIREMENTS**

**Travel Cost:** In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the NoA. To prevent disallowance of cost, the grantee is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. Grantees approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable.

**Food and Meals:** Costs associated with food or meals are allowable when consistent with OMB Circulars and guidance, HHS Federal regulations, Program Regulations, HHS policies and guidance. In addition, costs must be proposed in accordance with grantee approved policies and a determination of reasonableness has been performed by the grantees. Grantee approved policies must meet the requirements of 2 CFR Parts 200, 225 and 230, as applicable and 45 CFR Parts 74 and 92, as applicable.

**Prior Approval:** All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this NoA. The grantee must submit these requests by **May 29, 2015** or no later than 120 days prior to this budget period's end date. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Use of unobligated funds from prior budget period (Carryover)\*
- Lift funding restriction, withholding, or disallowance
- Redirection of funds
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the most recently approved budget
- Apply for supplemental funds
- Response to the Objective/Technical Review Statement
- Change in key personnel
- Extensions
- Conferences or meetings that exceed cost threshold

Note: Awardees may request up to 75 percent of their estimated unobligated funds to be carried forward into the next budget period.

Templates for prior approval requests can be found at:  
<http://www.cdc.gov/od/pgo/funding/grants/granteeguidance.shtm>

**Correspondence:** ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed below and submitted with an original plus two copies.

**Cynthia Atkins-Woods, Grants Management Specialist**  
 Centers for Disease Control,  
 PGO, Chronic and Birth Defects Services Branch  
 2920 Brandywine Road, Mail Stop E-09  
 Atlanta, GA 30341-4146  
 Telephone: **(770) 488-3181**

Email: [vfi4@cdc.gov](mailto:vfi4@cdc.gov)

**Key Personnel:** In accordance with 2 CFR Parts 200.308 and 215.25(c)(2) & (3), CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**Inventions:** Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

**Publications:** Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, **1 U58 DP 005861-1** funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

**Acknowledgment Of Federal Support:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:



Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

**Equipment and Products:** To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations and OMB circulars.

**Federal Information Security Management Act (FISMA):** All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:  
[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107\\_cong\\_public\\_laws&docid=f:publ347.107.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf)

**Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

#### Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the

purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A Federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.

(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

#### **PAYMENT INFORMATION**

**Automatic Drawdown (Direct/Advance Payments):** Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Division of Payment Management  
P.O. Box 6021  
Rockville, MD 20852  
Phone Number: (877) 614-5533\_  
Email: PMSSupport@psc.gov  
Website: <http://www.dpm.psc.gov/help/help.aspx>

**Note:** To obtain the contact information of PMS staff within respective Payment Branches refer to the links listed below:

- University and Non-Profit Payment Branch:  
[http://www.dpm.psc.gov/contacts/dpm\\_contact\\_list/univ\\_nonprofit.aspx?explorer.event=true](http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true)

- Governmental and Tribal Payment Branch:

[http://www.dpm.psc.gov/contacts/dpm\\_contact\\_list/gov\\_tribal.aspx?explorer.event=true](http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true)

- Cross Servicing Payment Branch:

[http://www.dpm.psc.gov/contacts/dpm\\_contact\\_list/cross\\_servicing.aspx](http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx)

- International Payment Branch:

Bhavin Patel (301) 443-9188\_

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services  
Division of Payment Management  
7700 Wisconsin Avenue, Suite 920  
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

The grant document number and subaccount title (below) must be known in order to draw down funds from this P Account.

Grant Document Number: 005861DP14  
Subaccount Title: DP141417PARTIMPICH14

**Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from the grant Payment Management Services, the grantee acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the

requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

**Certification Statement:** By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

#### **CLOSEOUT REQUIREMENTS**

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension the grantee must submit all closeout reports within 90 days after the last day of the final budget period. Reporting timeframe is September 30, 2014 through September 29, 2017. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the progress reports.

An original plus two copies of the reports must be mailed to the GMS for approval by the GMO by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.

The final and other programmatic reports required by the terms and conditions of the NoA are the following.

**Final Performance Report:** An original and two copies are required. At a minimum, the report should include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

**Final Federal Financial Report (FFR, SF-425):** The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the project period. This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' Payment Management Services (PMS), you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

If the final reports (FFR and Final Progress Report) cannot be submitted within 90 days after the end of the project period, in accordance with 2 CFR Parts 200.343 (Closeout), 225 and 230, the grantee must submit a letter requesting an extension that includes the justification for the delay and state the expected date the CDC Procurement and Grants Office will receive the reports. All required documents must be mailed to the business contact identified in Staff Contacts.

**Equipment Inventory Report:** An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 2 CFR Parts 200, 215.37 or 2 CFR Part 215.71. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to

title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

**Final Invention Statement:** An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting <http://www.hhs.gov/forms/hhs568.pdf>. If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

## **CDC ROLES AND RESPONSIBILITIES**

**Roles and Responsibilities:** Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

**GMO Contact:** See Staff Contacts below for the assigned GMO

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described above are performed by the GMS on behalf of the GMO.

**GMS Contact:** See Staff Contacts below for the assigned GMS

**Program/Project Officer:** The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project

- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

**Programmatic Contact:**  
 Project Officer, Audrey Williams  
 Centers for Disease Control  
 Telephone: 770-488-5941  
 Email: agw2@cdc.gov

**STAFF CONTACTS**

**Grants Management Specialist:** Cynthia M Atkins-woods  
 2920 Brandywine Road  
 MS K-69  
 Atlanta, GA 30341  
 Email: vfi4@cdc.gov Phone: 770-488-3181 Fax: 770-488-2670

**Grants Management Officer:** Vivian F. Walker  
 Centers for Disease Control and Prevention  
 Procurement and Grants Office  
 Koger Center, Colgate Building  
 2920 Brandywine Road, Mail Stop E-09  
 Atlanta, GA 30341  
 Email: vew4@cdc.gov Phone: 770-488-2077

**SPREADSHEET SUMMARY**  
 GRANT NUMBER: 1U58DP005861-01

**INSTITUTION:** COMMUNITY ACTION PARTNERSHIP/ORANGE CNTY

Budget	Year 1	Year 2	Year 3
Salaries and Wages	\$183,489		
Fringe Benefits	\$60,221		
Personnel Costs (Subtotal)	\$243,710		
Supplies	\$5,100		
Travel Costs	\$5,908		
Other Costs	\$240,750		
Consortium/Contractual Cost	\$889,783		
<b>TOTAL FEDERAL DC</b>	<b>\$1,385,251</b>	<b>\$1,385,251</b>	<b>\$1,385,251</b>
<b>TOTAL FEDERAL F&amp;A</b>	<b>\$0</b>		
<b>TOTAL COST</b>	<b>\$1,385,251</b>	<b>\$1,385,251</b>	<b>\$1,385,251</b>

2015 AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY (CAPOC) TO PROVIDE GRANT FUNDING FOR ACTIVITY EQUIPMENT AND WALKING PATHS IN CITY PARKS AND ASSIST WITH AN OPEN STREETS EVENT (F: 87.1A)

Council Member Jones requested this matter be considered separately from the consent calendar.

Council Member Jones thanked City staff for obtaining grant funding for the open streets event as well as other programs related to active transportation and bicycling. He also thanked Santa Ana Council Member Michelle Martinez for her advocacy in identifying available grant funding partnerships for active transportation programs.

It was moved by Council Member Jones, seconded by Mayor Nguyen that:

The City Manager be authorized to sign and execute a letter requesting the City's desire to exercise year two, of a three year Agreement with CAPOC, which will provide funding for installing permanent physical activity equipment in city parks, extending walking paths in city parks, and assist in organizing and hosting an Open Streets event.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan  
Noes: (0) None

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles  
Dept.: City Manager  
Subject: APPROVAL TO EXERCISE YEAR TWO OF THE 2015 AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

From: Kimberly Huy  
Dept.: Community Services  
Date: October 13, 2015

OBJECTIVE

To request that the City Council authorize the City Manager to sign a letter exercising year two, of a three-year agreement with Community Action Partnership of Orange County (CAPOC) for grant funding from the Center of Disease Control (CDC). The grant provides funding to encourage physical activity opportunities by installing permanent physical activity equipment in City parks, extending walking paths in City parks, and assist in organizing and hosting an Open Streets event.

BACKGROUND

In June of 2014, CAPOC approached the City of Garden Grove regarding partnering in applying for a grant that supports the implementation of policies, systems, and environmental interventions to improve the health of, and reduce diseases for Garden Grove, Anaheim and Santa Ana residents. CAPOC's target strategies are to reach 75 percent of Garden Grove community members to increase their access to healthy food and beverages, and physical activities.

DISCUSSION

The attached letter exercises year two, of a three-year Agreement with CAPOC, that provides funding in the amount of approximately \$145,000 for installing permanent physical activity equipment in city parks, extending walking paths in city parks, and assist in organizing and hosting an Open Streets event.

FINANCIAL IMPACT

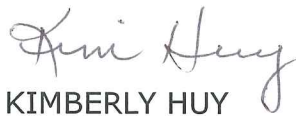
As a supporting agency, the financial impact will consist of providing in-kind staff time to manage the capital projects. Cost of materials, supplies, and installation will be funded through the grant.



RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager to sign and execute a letter requesting the City's desire to exercise year two, of a three year Agreement with CAPOC, which will provide funding for installing permanent physical activity equipment in City parks, extending walking paths in city parks, and assist in organizing and hosting an Open Streets event.



KIMBERLY HUY  
Director

By:  John Montanhez  
Manager

Attachment 1: Agreement

Attachment 2: Letter to exercise year two

Recommended for Approval



Scott C. Stiles  
City Manager



## CITY OF GARDEN GROVE

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October 13, 2015

Ms. Dolores Barrett  
Director of Community Partnerships & Services  
Community Action Partnership of Orange County  
11870 Monarch Street  
Garden Grove, CA 92841

Re: Centers for Disease Control and Prevention (CDC)  
Partnerships to Improve Community Health (PICH)  
CDC-RFA-DP14-1417

Dear Ms. Barrett,

This letter is to inform you that the City of Garden Grove is looking to exercise its option for continued funding for year two of the Center of Disease Control's Partnership to Improve Community Health grant.

The City has goals to continue improving the park amenities at our local parks and providing an engaging event that will further promote health and wellness in our community.

Thank you for this consideration and we look forward to continue working with CAPOC and providing support for this collaboration in our community.

Sincerely,

Scott C. Stiles  
City Manager  
City of Garden Grove

Bao Nguyen  
Mayor

Steven R. Jones  
Mayor Pro Tem

Christopher V. Phan  
Council Member

Phat Bui  
Council Member

Kris Beard  
Council Member