

AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of December, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Avenal Community Health Center dba, Aria Community Health Center, a California 501 C3 Non-Profit corporation, whose address is 555 E. Street, Lemoore, California 93245, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a qualified agency to provide services for improving prevention and management of heart disease and stroke through implementation of clinic-based strategies and community-clinical linkages; and

WHEREAS, CONTRACTOR has the facilities, equipment, resources, and personnel skilled in the provision of such services; and

WHEREAS, CONTRACTOR, is qualified and willing to provide such services, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall perform all services and fulfill all responsibilities as described in Exhibit A, attached hereto and incorporated herein by this reference, for the duration of this Agreement.

2. TERM:

The Agreement shall become effective upon execution and shall terminate on the 29th of September 2022. This Agreement may be extended for one (1) additional consecutive twelve (12) month period upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director of the Department of Public Health or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be

1 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
2 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
3 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

4 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
5 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 6 1) An illegal or improper use of funds;
- 7 2) A failure to comply with any term of this Agreement;
- 8 3) A substantially incorrect or incomplete report submitted to the
9 COUNTY;
- 10 4) Improperly performed service.

11 In no event shall any payment by the COUNTY constitute a waiver by the
12 COUNTY of any breach of this Agreement or any default which may then exist on the part of the
13 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY
14 with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR
15 the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement,
16 which in the judgment of the COUNTY were not expended in accordance with the terms of this
17 Agreement. The CONTRACTOR shall promptly refund any such funds upon demand or, at COUNTY's
18 option, such repayment shall be deducted from future payments owing to CONTRACTOR under this
19 Agreement.

20 C. Without Cause - Under circumstances other than those set forth above, this
21 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of
22 an intention to terminate to CONTRACTOR. COUNTY'S DPH Director, or designee, is authorized to
23 execute such written notice on behalf of COUNTY.

24 4. COMPENSATION/INVOICING:

25 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
26 maximum compensation as identified in Exhibit B, attached hereto and incorporated herein by this
27 reference.

1 For the period effective upon execution through September 29, 2022, in no
2 event shall actual services performed be in excess of One Hundred Eighty-Eight Thousand Eight
3 Hundred Eighty-Six and No/100 Dollars (\$188,886.00).

4 If this agreement is renewed for an additional one-year period pursuant to
5 Section 2, TERM, for the period September 30, 2022 through September 29, 2023, in no event shall
6 actual services performed be in excess of One Hundred Eighty-Six Thousand Eight Hundred Seventy-
7 Six and No/100 Dollars (\$186,876.00).

8 In no event shall services performed under this Agreement be in excess of
9 Three Hundred Seventy-Five Thousand Seven Hundred Sixty-Two and No/100 Dollars (\$375,762.00).

10 It is understood that all expenses incidental to CONTRACTOR's performance of services under this
11 Agreement shall be borne by CONTRACTOR.

12 B. Except as provided below regarding State and Federal payment delays,
13 payments shall be made by COUNTY to CONTRACTOR in arrears, for services provided during the
14 preceding month, within forty-five (45) days after the date of receipt, verification, and approval of
15 CONTRACTOR's monthly itemized invoices, by COUNTY's Department of Public Health.

16 C. COUNTY shall not be obligated to make any payments under this
17 Agreement if the request for payment is received by the COUNTY more than forty-five (45) days after
18 this Agreement has terminated or expired.

19 D. The contract maximum amount as identified in this Agreement and in
20 Exhibit B may be reduced based upon State and Federal funding availability. In the event of such
21 action, the COUNTY's Department of Public Health Director or designee shall notify the
22 CONTRACTOR in writing of the reduction in the maximum amount within thirty (30) days of
23 COUNTY's notification.

24 E. CONTRACTOR shall be held financially liable for any and all future
25 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
26 process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to
27 COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR. The
28 provisions of this Section 4.E shall survive termination of this Agreement.

1 5. INVOICING

2 CONTRACTOR shall submit to the COUNTY by the twentieth (20th) of each month a
3 detailed invoice for actual expenses incurred and services rendered, itemizing costs incurred in the
4 previous month electronically or by mail, to the County of Fresno, Department of Public Health,
5 Attention: Office of Health Policy and Wellness – CW Staff Analyst, P.O. Box 11867, Fresno, CA
6 93775-1800.

7 . Invoices shall detail line items as specified in Exhibit B, including original budget amount(s),
8 current month's expenses, year-to-date expenses, and budget balances. In addition, invoices shall
9 also include all supporting documentation including but not limited to copies of original statements,
10 program expense receipts, payroll records, mileage claims and documented administrative / overhead
11 costs. No reimbursement for services shall be made until invoices are received, reviewed and
12 approved by COUNTY's Department of Public Health.

13 6. FUNDING: Funding for this Agreement is provided through Department of Health and
14 Human Services, Centers for Disease Control and Prevention, Catalog of Federal Domestic
15 Assistance No. 93.435, Notice of Funding No. DP-18-1817, Grant No. 1 NU58DP006631-01-00.

16 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
17 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
18 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
19 times be acting and performing as an independent contractor, and shall act in an independent capacity
20 and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
21 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by
22 which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to
23 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance
24 with the terms and conditions thereof.

25 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
26 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

27 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
28 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable

1 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
2 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters
3 relating to payment of CONTRACTOR'S employees, including compliance with Social Security
4 withholding and all other regulations governing such matters. It is acknowledged that during the term of
5 this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
6 Agreement.

7 8. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
8 written consent of all the parties without, in any way, affecting the remainder. Changes to expense
9 category (i.e., Salary & Benefits, Operating Expenses, Equipment, Travel and Other Costs) subtotals in
10 the budgets, as set forth in Exhibit B, that do not exceed 10% of the maximum compensation payable to
11 the CONTRACTOR may be made with the written approval of COUNTY's Department of Public Health
12 Director, or designee. Said modifications shall not result in any change to the maximum compensation
13 amount payable to CONTRACTOR, as stated in this Agreement.

14 CONTRACTOR hereby agrees that changes to the compensation under this Agreement may be
15 necessitated by a reduction in funding from State and/or Federal sources. The COUNTY's Department of
16 Public Health Director or designee may modify the maximum compensation depending on State and
17 Federal funding availability, as stated in Section Four (4), COMPENSATION in this Agreement.
18 CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations, or
19 enactments of all legislative bodies which affect the provisions, term or funding of this Agreement in any
20 manner.

21 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
22 nor their rights or duties under this Agreement without the prior written consent of the other party.

23 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
24 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
25 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
26 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
27 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
28 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person,

1 firm, or corporation who may be injured or damaged by the performance, or failure to perform, of
2 CONTRACTOR, its officers, agents, or employees under this Agreement. The provisions of this Section 9
3 shall survive termination of this Agreement.

4 11. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from
5 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force
6 and effect, the following insurance policies or a program of self-insurance, including but not limited to,
7 an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the
8 Agreement:

9 A. Commercial General Liability

10 Commercial General Liability Insurance with limits of not less than Two Million
11 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00).
12 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages
13 including completed operations, products liability, contractual liability, Explosion-Collapse-Underground,
14 fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

15 B. Automobile Liability

16 Comprehensive Automobile Liability Insurance with limits of not less than One
17 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should
18 include any auto used in connection with this Agreement.

19 C. Professional Liability

20 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
21 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
22 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate,
23 CONTRACTOR agrees that it shall maintain, at its sole expense, in full force and effect for a period of
24 three (3) years following the termination of this Agreement, one or more policies of professional liability
25 insurance with limits of coverage as specified herein.

26 D. Worker's Compensation

27 A policy of Worker's Compensation insurance as may be required by the California
28 Labor Code.

1 E. Molestation

2 Sexual abuse/molestation liability insurance with limits of not less than One Million
3 Dollars (\$1,000,000.00) per occurrence. Two Million Dollars (\$2,000,000.00) annual aggregate. This
4 policy shall be issued on a per occurrence basis.

5 In the event, the CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to
6 meet the "Minimum Limits of Insurance", this insurance policy(ies) shall "follow form" and afford no less
7 coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance
8 policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the COUNTY, its
9 officers, officials, employees, agents and volunteers.

10 Additional Requirements Relating to Insurance

11 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
12 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
13 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
14 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
15 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
16 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed
17 without a minimum of thirty (30) days advance written notice given to COUNTY.

18 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
19 employees any amounts paid by the policy of worker's compensation insurance required by this
20 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
21 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
22 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

23 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
24 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
25 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
26 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage
27 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will
28 not be responsible for any premiums on the policies; that such Commercial General Liability insurance

1 names the County of Fresno, its officers, agents and employees, individually and collectively, as
2 additional insured, but only insofar as the operations under this Agreement are concerned; that such
3 coverage for additional insured shall apply as primary insurance and any other insurance, or
4 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
5 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
6 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
7 COUNTY.

8 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
9 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
10 Agreement upon the occurrence of such event.

11 All policies shall be issued by admitted insurers licensed to do business in the State of California,
12 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
13 FSC VII or better.

14 12. CONFIDENTIALITY: All services performed by CONTRACTOR under this Agreement
15 shall be in strict conformance with all applicable Federal, State of California and/or local laws and
16 regulations relating to confidentiality.

17 13. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR and
18 its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious
19 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
20 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or
21 military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for
22 employment because of race, religious creed, color, national origin, ancestry, physical disability, mental
23 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
24 expression, age, sexual orientation, or military or veteran status. CONTRACTOR shall insure that the
25 evaluation and treatment of employees and applicants for employment are free of such discrimination.

26 CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and
27 Housing Act (Gov. Code §12800 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2,
28 §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government

1 Code (Gov. Code §11135-11139.5), and the regulations or standards adopted by the awarding state
2 agency to implement such article. CONTRACTOR shall permit access by representatives of the
3 Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at
4 any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such
5 of its books, records, accounts, and all other sources of information and its facilities as said Department or
6 Agency shall require to ascertain compliance with this clause. CONTRACTOR and its subcontractors
7 shall give written notice of their obligations under this clause to labor organizations with which they have a
8 collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105) CONTRACTOR shall
9 include the Non-Discrimination and compliance provisions of this clause in all subcontracts to perform
10 work under this Agreement.

11 14. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
12 VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS:

13 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of
14 Federal funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees
15 to comply with applicable Federal suspension and debarment regulations, including but not limited to:
16 7 CFR 3016.35, 29 CFR 97.35, 45 CFR 92.35, and Executive Order 12549. By signing this
17 Agreement, CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

- 18 1. Are not presently debarred, suspended, proposed for debarment, declared
19 ineligible, or voluntarily excluded by any Federal department or agency; and
- 20 2. Shall not knowingly enter into any covered transaction with an entity or person who
21 is proposed for debarment under Federal regulations, debarred, suspended,
22 declared ineligible, or voluntarily excluded from participation in such transaction.

23 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time
24 during the term of this Agreement CONTRACTOR learns that the representations it makes above were
25 erroneous when made or have become erroneous by reason of changed circumstances.

26 C. CONTRACTOR shall include a clause titled "Certification Regarding Debarment,
27 Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions" and similar in
28

1 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier
2 covered transactions.

3 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in
4 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor's suspension and
5 debarment status at <https://sam.gov/SAM/>.

6 15. PROPERTY OF COUNTY: CONTRACTOR agrees to take reasonable and prudent
7 steps to ensure the security of any and all said hardware and software provided to it by COUNTY
8 under this Agreement, to maintain replacement-value insurance coverages on said hardware and
9 software of like kind and quality approved by COUNTY.

10 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement that
11 will outlive the life of this Agreement shall be identified as fixed assets with an assigned Fresno County
12 DPH Accounting Inventory Number. These fixed assets shall be retained by COUNTY, as COUNTY
13 property, in the event this Agreement is terminated or upon expiration of this Agreement.

14 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be
15 physically present when fixed assets are returned to COUNTY possession at the termination or
16 expiration of this Agreement. CONTRACTOR is responsible for returning to COUNTY all COUNTY
17 owned fixed assets upon the expiration or termination of this Agreement.

18 16. PROHIBITION ON PUBLICITY: None of the funds, materials, property or services
19 provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising,
20 fundraising, or publicity (i.e., purchasing of tickets/tables, silent auction donations, etc.) for the purpose
21 of self-promotion. Notwithstanding the above, publicity of the services described in this Agreement
22 shall be allowed as necessary to raise public awareness about the availability of such specific services
23 when approved in advance by the Director or designee and at a cost as provided in Exhibit B for such
24 items as written/printed materials, the use of media (i.e., radio, television, newspapers) and any other
25 related expense(s).

26 17. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who
27 exercises any function or responsibility for planning and carrying out of the services provided under
28 this Agreement shall have any direct or indirect personal financial interest in this Agreement. In

1 addition, no employee of the COUNTY shall be employed by the CONTRACTOR under this
2 Agreement to fulfill any contractual obligations with the COUNTY. CONTRACTOR shall comply with all
3 Federal, State of California and local conflict of interest laws, statutes and regulations, which shall be
4 applicable to all parties and beneficiaries under this Agreement and any officer, employee or agent of
5 the COUNTY.

6 18. CHANGE OF LEADERSHIP/MANAGEMENT: In the event of any change in the status
7 of CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to
8 COUNTY within thirty (30) days from the date of change. Such notification shall include any new
9 leader or manager's name, address and qualifications. "Leadership or management" shall include any
10 employee, member, or owner of CONTRACTOR who either a) directs individuals providing services
11 pursuant to this Agreement, b) exercises control over the manner in which services are provided, or c)
12 has authority over CONTRACTOR's finances.

13 19. LOBBYING ACTIVITY: None of the funds provided under this Agreement shall be used
14 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the
15 Congress of the United States of America or the Legislature of the State of California.

16 20. STATE ENERGY CONSERVATION: CONTRACTOR must comply with the mandatory
17 standard and policies relating to energy efficiency, which are contained in the State Energy
18 Conservation Plan issued in compliance with 42 United States (US) Code sections 6321, et. seq.

19 21. CLEAN AIR AND WATER: In the event the funding under this Agreement exceeds One
20 Hundred Thousand and No/100 Dollars (\$100,000), CONTRACTOR shall comply with all applicable
21 standards, orders or requirements issued under the Clean Air Act contained in 42 U.S. Code 7601 et
22 seq; the Clean Water Act contained in U.S. Code 1368 et seq.; and any standards, laws and
23 regulations, promulgated thereunder. Under these laws and regulations, CONTRACTOR shall assure:

- 24 A. No facility shall be utilized in the performance of the Agreement that has been listed on
25 the Environmental Protection Agency (EPA) list of Violating Facilities;
26 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
27 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a
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1 facility to be utilized in the performance of this Agreement is under consideration to be
2 listed on the EPA list of Violating Facilities;

3 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws
4 and regulations; and,

5 D. This assurance shall be included in every nonexempt subgrant, contract, or
6 subcontract.

7 22. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
8 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for
9 examination all of its records and data with respect to the matters covered by this Agreement. The
10 CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such
11 records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

12 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
13 subject to the examination and audit of the Auditor General for a period of three (3) years after final
14 payment under contract (Government Code Section 8546.7).

15 In addition, CONTRACTOR shall cooperate and participate with COUNTY'S fiscal
16 review process and comply with all final determinations rendered by the COUNTY'S fiscal review
17 process. If COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers,
18 it may result in the disallowance of payment for services rendered; or in additional controls to the
19 delivery of services, or in the termination of this Agreement, at the discretion of COUNTY'S
20 Department of Public Health Director or designee. If as a result of COUNTY'S fiscal review process a
21 disallowance is discovered due to CONTRACTOR's deficiency, CONTRACTOR shall be financially
22 liable for the amount previously paid by COUNTY to CONTRACTOR and this disallowance will be
23 adjusted from CONTRACTOR's future payments, at the discretion of COUNTY'S Department of Public
24 Health Director or designee. In addition, COUNTY shall have the sole discretion in the determination of
25 fiscal review outcomes, decisions, and actions.

26 23. SINGLE AUDIT CLAUSE:

27 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000)
28 or more Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit

1 in accordance with the requirements of the Single Audit Standards as set forth in Office of
2 Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200.
3 CONTRACTOR shall submit said audit and management letter to COUNTY. The audit must include a
4 statement of findings or a statement that there were no findings. If there were negative findings,
5 CONTRACTOR must include a corrective action plan signed by an authorized individual.
6 CONTRACTOR agrees to take action to correct any material non-compliance or weakness found as a
7 result of such audit. Such audit shall be delivered to COUNTY'S Department of Public Health
8 Administration for review within nine (9) months of the end of any fiscal year in which funds were
9 expended and/or received for the program. Failure to perform the requisite audit functions as required
10 by this Agreement may result in COUNTY performing the necessary audit tasks, or at the COUNTY'S
11 option, contracting with a public accountant to perform said audit, or, may result in the inability of
12 COUNTY to enter into future agreements with the CONTRACTOR.

13 B. A single audit report is not applicable if all CONTRACTOR'S Federal contracts
14 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,00) requirement or CONTRACTOR'S
15 federal funding is through Drug Medi-Cal.

16 24. COMPLIANCE WITH FEDERAL REGULATIONS: CONTRACTOR recognizes that
17 COUNTY operates its Collaborating for Wellness grant program with the use of Federal funds, and
18 that the use of these funds imposes certain requirements on the COUNTY and its subcontractors.
19 CONTRACTOR shall adhere to all Federal requirements, including those identified in Exhibit C
20 attached hereto and by this reference incorporated herein.

21 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable
22 if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during
23 the term of this Agreement, the CONTRACTOR changes its status to operate as a corporation.
24 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that
25 they are a party to while CONTRACTOR is providing goods or performing services under this
26 Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
27 and in which one or more of its directors has a material financial interest. Members of the Board of
28 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing

1 a "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit D, and incorporated herein
2 by reference and made part of this Agreement, and submitting it to the COUNTY prior to commencing
3 with the self-dealing transaction or immediately thereafter.

4 26. NOTICES: The persons and their addresses having authority to give and receive notices
5 under this Agreement include the following:

6 COUNTY

7 Director, County of Fresno
8 Department of Public Health
9 P.O. Box 11867
10 Fresno, CA 93775

CONTRACTOR

ARIA Community Health Center
P.O. Box 580
Lemoore, CA 93230

11 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
12 Agreement must be in writing and delivered either by personal service, by first-class United States mail,
13 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
14 personal service is effective upon service to the recipient. A notice delivered by first-class United States
15 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
16 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
17 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
18 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
19 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission
20 is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at
21 the next beginning of a COUNTY business day), provided that the sender maintains a machine record of
22 the completed transmission. For all claims arising out of or related to this Agreement, nothing in this
23 section establishes, waives, or modifies any claims presentation requirements or procedures provided by
24 law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government
25 Code, beginning with section 810).

26 27. RECORDS: Financial and statistical data shall be kept and reports made as required by
27 the COUNTY's Department of Public Health Director and the Centers for Disease Control and Prevention
28 (CDC). All such records shall be available for inspection by the designated Auditors of COUNTY or CDC
at reasonable times during normal business hours. All such records shall be maintained through the end
of this Agreement. All records shall be considered property of COUNTY and shall be retained by

1 COUNTY at the termination or expiration of this Agreement.

2 28. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

3 A. The parties to this Agreement shall be in strict conformance with all applicable
4 Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850,
5 and 14100.2 *et seq.* of the Welfare and Institutions Code, Sections 2.1 and 431.300 *et seq.* of Title 42,
6 Code of Federal Regulations (CFR), Section 56 *et seq.* of the California Civil Code and the Health
7 Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D *et seq.* of
8 Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45,
9 CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical
10 Health Act (HITECH) regarding the confidentiality and security of patient information, and the Genetic
11 Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

12 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
13 Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions,
14 activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use
15 or disclosure shall not violate the Health Insurance Portability and Accountability Act (HIPAA), USC 1320d
16 *et seq.* The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY,
17 as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 *et seq.*), except as authorized for
18 management, administrative or legal responsibilities of the Business Associate.

19 B. CONTRACTOR, including its subcontractors and employees, shall protect, from
20 unauthorized access, use, or disclosure of names and other identifying information, including genetic
21 information, concerning persons receiving services pursuant to this Agreement, except where permitted in
22 order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504
23 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)] This pertains to any and all persons receiving
24 services pursuant to a COUNTY funded program. This requirement applies to electronic PHI.
25 CONTRACTOR shall not use such identifying information or genetic information for any purpose other
26 than carrying out CONTRACTOR's obligations under this Agreement.

27 C. CONTRACTOR, including its subcontractors and employees, shall not disclose
28 any such identifying information or genetic information to any person or entity, except as otherwise

1 specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law,
2 required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is
3 permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to limit
4 PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

5 D. For purposes of the above sections, identifying information shall include, but not be
6 limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such
7 as finger or voice print, or photograph.

8 E. For purposes of the above sections, genetic information shall include genetic tests
9 of family members of an individual or individual, manifestation of disease or disorder of family members of
10 an individual, or any request for or receipt of, genetic services by individual or family members. Family
11 member means a dependent or any person who is first, second, third, or fourth degree relative.

12 F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time
13 and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section
14 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524
15 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided
16 within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access
17 and provides individual with the reasons for the delay and the date when access may be granted. PHI
18 shall be provided in the form and format requested by the individual or COUNTY.

19 CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the
20 request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance
21 with 45 CFR Section 164.526.

22 CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner
23 designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit
24 COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in
25 accordance with 45 CFR Section 164.528.

26 G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or
27 reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident,
28 or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately

1 and without reasonable delay and in no case later than two (2) business days of discovery. Immediate
2 notification shall be made to COUNTY's Information Security Officer and Privacy Officer and
3 COUNTY's DPH HIPAA Representative, within two (2) business days of discovery. The notification
4 shall include, to the extent possible, the identification of each individual whose unsecured PHI has
5 been, or is reasonably believed to have been, accessed, acquired, used, disclosed, or breached.
6 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any action pertaining
7 to such unauthorized disclosure required by applicable Federal and State Laws and regulations.
8 CONTRACTOR shall investigate such breach and is responsible for all notifications required by law
9 and regulation or deemed necessary by COUNTY and shall provide a written report of the
10 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and
11 COUNTY's DPH HIPAA Representative. This written investigation and description of any reporting
12 necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the
13 addresses below:

14			
15	County of Fresno	County of Fresno	County of Fresno
16	Dept. of Public Health	Dept. of Public Health	Information Technology Services
17	HIPAA Representative	Privacy Officer	Information Security Officer
18	(559) 600-6439	(559) 600-6405	(559) 600-5800
19	P.O. Box 11867	P.O. Box 11867	333 W. Pontiac Way
20	Fresno, CA 93775	Fresno, CA 93775	Clovis, CA 93612

21 H. CONTRACTOR shall make its internal practices, books, and records relating to
22 the use and disclosure of PHI received from COUNTY or created or received by the CONTRACTOR
23 on behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the
24 requirements set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal
25 practices, books, and records relating to the use and disclosure of PHI received from COUNTY or
26 created or received by the CONTRACTOR on behalf of COUNTY, available to the United States
27 Department of Health and Human Services (Secretary) upon demand.

28 CONTRACTOR shall cooperate with the compliance and investigation reviews
conducted by the Secretary. PHI access to the Secretary must be provided during the

1 CONTRACTOR's normal business hours, however, upon exigent circumstances access at any time
2 must be granted. Upon the Secretary's compliance or investigation review, if PHI is unavailable to
3 CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information to
4 the Secretary.

5 I. Safeguards

6 CONTRACTOR shall implement administrative, physical, and technical
7 safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and
8 appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it
9 creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access,
10 viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement.

11 CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and
12 vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall
13 develop and maintain a written information privacy and security program that includes administrative,
14 technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's
15 operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall
16 provide COUNTY with information concerning such safeguards.

17 CONTRACTOR shall implement strong access controls and other security safeguards and
18 precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or
19 sensitive data to authorized users only. Said safeguards and precautions shall include the following
20 administrative and technical password controls for all systems used to process or store confidential,
21 personal, or sensitive data:

22 1. Passwords must not be:

23 a. Shared or written down where they are accessible or
24 recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in
25 a work area;

26 b. A dictionary word; or

27 c. Stored in clear text
28

1 2. Passwords must be:

- 2 a. Eight (8) characters or more in length;
- 3 b. Changed every ninety (90) days;
- 4 c. Changed immediately if revealed or compromised; and
- 5 d. Composed of characters from at least three (3) of the following

6 four (4) groups from the standard keyboard:

- 7 1) Upper case letters (A-Z);
- 8 2) Lowercase letters (a-z);
- 9 3) Arabic numerals (0 through 9); and
- 10 4) Non-alphanumeric characters (punctuation symbols).

11 CONTRACTOR shall implement the following security controls on each
12 workstation or portable computing device (e.g., laptop computer) containing confidential,
13 personal, or sensitive data:

- 14 1. Network-based firewall and/or personal firewall;
- 15 2. Continuously updated anti-virus software; and
- 16 3. Patch management process including installation of all operating

17 system/software vendor security patches.

18 CONTRACTOR shall utilize a commercial encryption solution that has received
19 FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable
20 electronic media (including, but not limited to, compact disks and thumb drives) and on portable
21 computing devices (including, but not limited to, laptop and notebook computers).

22 CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-
23 mail or other internet transport protocol unless the data is encrypted by a solution that has been
24 validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced
25 Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its
26 employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for
27 terminating access to PHI when employment of employee ends.

28 J. Mitigation of Harmful Effects

1 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
2 suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach
3 of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions.
4 CONTRACTOR must document suspected or known harmful effects and the outcome.

5 K. CONTRACTOR's Subcontractors

6 CONTRACTOR shall ensure that any of its contractors, including subcontractors,
7 if applicable, to whom CONTRACTOR provides PHI received from or created or received by
8 CONTRACTOR on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that
9 apply to CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant
10 provisions of these provisions into each subcontract or sub-award to such agents or subcontractors.

11 L. Employee Training and Discipline

12 CONTRACTOR shall train and use reasonable measures to ensure compliance
13 with the requirements of these provisions by employees who assist in the performance of functions or
14 activities on behalf of COUNTY under this Agreement and use or disclose PHI and discipline such
15 employees who intentionally violate any provisions of these provisions, including termination of
16 employment.

17 M. Termination for Cause

18 Upon COUNTY's knowledge of a material breach of these provisions by
19 CONTRACTOR, COUNTY shall either:

- 20 1. Provide an opportunity for CONTRACTOR to cure the breach or end the
21 violation and terminate this Agreement if CONTRACTOR does not cure the breach or end the violation
22 within the time specified by COUNTY; or
- 23 2. Immediately terminate this Agreement if CONTRACTOR has breached a
24 material term of these provisions and cure is not possible.
- 25 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer
26 shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

27 N. Judicial or Administrative Proceedings

28 COUNTY may terminate this Agreement in accordance with the terms and

1 conditions of this Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal
2 proceeding for a violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or
3 stipulation that the CONTRACTOR has violated a privacy or security standard or requirement of the
4 HITECH Act, HIPAA or other security or privacy laws in an administrative or civil proceeding in which
5 the CONTRACTOR is a party.

6 O. Effect of Termination

7 Upon termination or expiration of this Agreement for any reason, CONTRACTOR
8 shall return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on
9 behalf of COUNTY) that CONTRACTOR still maintains in any form and shall retain no copies of such
10 PHI. If return or destruction of PHI is not feasible, it shall continue to extend the protections of these
11 provisions to such information, and limit further use of such PHI to those purposes that make the
12 return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession
13 of subcontractors or agents, if applicable, of CONTRACTOR. If CONTRACTOR destroys the PHI
14 data, a certification of date and time of destruction shall be provided to the COUNTY by
15 CONTRACTOR.

16 P. Disclaimer

17 COUNTY makes no warranty or representation that compliance by
18 CONTRACTOR with these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be
19 adequate or satisfactory for CONTRACTOR's own purposes or that any information in
20 CONTRACTOR's possession or control, or transmitted or received by CONTRACTOR, is or will be
21 secure from unauthorized access, viewing, use, disclosure, or breach. CONTRACTOR is solely
22 responsible for all decisions made by CONTRACTOR regarding the safeguarding of PHI.

23 Q. Amendment

24 The parties acknowledge that Federal and State laws relating to electronic data
25 security and privacy are rapidly evolving and that amendment of these provisions may be required to
26 provide for procedures to ensure compliance with such developments. The parties specifically agree
27 to take such action as is necessary to amend this agreement in order to implement the standards and
28 requirements of HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to

1 the security or privacy of PHI. COUNTY may terminate this Agreement upon thirty (30) days written
2 notice in the event that CONTRACTOR does not enter into an amendment providing assurances
3 regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the
4 standards and requirements of HIPAA, the HIPAA regulations and the HITECH Act.

5 R. No Third-Party Beneficiaries

6 Nothing express or implied in the terms and conditions of these provisions is
7 intended to confer, nor shall anything herein confer, upon any person other than COUNTY or
8 CONTRACTOR and their respective successors or assignees, any rights, remedies, obligations or
9 liabilities whatsoever.

10 S. Interpretation

11 The terms and conditions in these provisions shall be interpreted as broadly as
12 necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws.
13 The parties agree that any ambiguity in the terms and conditions of these provisions shall be resolved
14 in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

15 T. Regulatory References

16 A reference in the terms and conditions of these provisions to a section in the
17 HIPAA regulations means the section as in effect or as amended.

18 U. Survival

19 The respective rights and obligations of CONTRACTOR as stated in this Section
20 shall survive the termination or expiration of this Agreement.

21 V. No Waiver of Obligations

22 No change, waiver or discharge of any liability or obligation hereunder on any
23 one or more occasions shall be deemed a waiver of performance of any continuing or other obligation
24 or shall prohibit enforcement of any obligation on any other occasion.

25 29. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
26 only be in Fresno County, California.

27 The rights and obligations of the parties and all interpretation and performance of this Agreement
28 shall be governed in all respects by the laws of the State of California.

1 30. ELECTRONIC SIGNATURE: The parties agree that this Agreement may be executed by
2 electronic signature as provided in this section. An “electronic signature” means any symbol or process
3 intended by an individual signing this Agreement to represent their signature, including but not limited to
4 (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
5 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
6 signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten
7 signature of the person signing this Agreement for all purposes, including but not limited to evidentiary
8 proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid
9 original handwritten signature of that person. The provisions of this section satisfy the requirements of
10 Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division
11 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it
12 has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),
13 paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This
14 Agreement is not conditioned upon the parties conducting the transactions under it by electronic means
15 and either party may sign this Agreement with an original handwritten signature.

16 31. SEVERABILITY: The positions of this Agreement are severable. The invalidity or
17 unenforceability of any one provision in the Agreement shall not affect the other provisions.

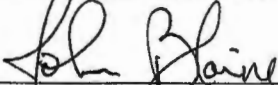
18 32. ENTIRE AGREEMENT: This Agreement, including all exhibits, constitutes the entire
19 agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and
20 supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements,
21 publications, and understanding of any nature whatsoever unless expressly included in this Agreement.


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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.
3
4

5 **CONTRACTOR**
6 **Avenal Community Health Center dba ARIA**
7 **COMMUNITY HEALTH CENTER**

COUNTY OF FRESNO

8 
Authorized Signature


Steve Brandau, Chairman of the Board of
Supervisors of the County of Fresno

9
10 John Blaine, CEO
Name, Title

11
12
13 Authorized Signature

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

14 Name, Title

15
16 555 E Street, Lemoore, California 93230
17 P.O. Box 580 Lemoore, California 93245
Mailing Address

18 By: 
Deputy

19 FOR ACCOUNTING USE ONLY:

20 ORG No.: 56201554
21 Account No.: 7295
Fund/Subclass.: 0001/10000

22 SMA
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Strategy Description B.1				
Increase identification of patients with undiagnosed hypertension using EHRs/HIT.				
Activity Description	Project Start Date	Project End Date	Deliverables	Identify who will work to complete this activity to submit deliverable and how?
<p>Activity B.1.1</p> <p>Health clinic system (HCS) will monitor how EHR systems are being used to identify patients with undiagnosed hypertension. Clinic systems will increase from baseline each year.</p>	12/2021	9/29/2023	-Collect and submit baseline data, including, number of providers at each HCS, and number of adult patients 18-85 seen by each HCS.	<p>Who: Tiffany Arvizu, Program Manager, Patient Navigator</p> <p>How: I2I tracks a population health management program.</p>
<p>Activity B.1.2</p> <p>Implement evidence-based Million Hearts® Hypertension Control Change Package for Clinicians or the National Association of Community Health Center Undiagnosed Hypertension Change Package at HCS #1 and HCS #2 to improve identification of patients with undiagnosed hypertension.</p>	12/2021	9/29/2023	-Submit a description of current protocol and sample of any updates made to EHR.	<p>Who: Beth Mendoza, Clinical Quality Manager & Tiffany Arvizu, Program Manager</p> <p>How: Protocols will be developed; training will be provided for managers to roll out to clinical staff.</p>
<p>Activity B.1.3</p> <p>HCS will conduct in-service training for providers on using current protocol or training on new protocol.</p>	12/2021	9/29/2023	-Each HCS will submit meeting training materials, sign-in sheets and final number of providers trained in current or new protocol (performance measure B.1).	<p>Who: Beth Mendoza, Clinical Quality Manager</p> <p>How: Will present at ACHC Quarterly meetings</p>

Short Term Outcomes(s)	Short Term Measures			
Increased identification of patients at-risk for hypertension and screened for potential referral to intervention programs.	# and % of providers with a protocol for identifying patients with undiagnosed hypertension. -Data Source: EHR queries			
Setting	Healthcare systems, hospitals, FQHCs			
Population of focus	Hispanic adults African American adults Low socioeconomic status adults Urban and rural areas			
<p>Strategy Description B.2</p> <p>Explore and test innovative ways to promote the adoption of evidence-based clinical quality measures at the provider level.</p>				
Activity Description	Project Start Date	Project End Date	Deliverables	Identify who will work to complete this activity to submit deliverable and how?
<p>Activity B.2.1</p> <p>HCS will promote innovative activities that help patients reach blood pressure control. These should include:</p> <ul style="list-style-type: none"> Promoting the use of EHR to store quality measures, specifically NQF 0018 (Controlling High Blood Pressure) and NQF 0439 (Discharged on Statin Medication) data or another measure for cholesterol such as CMS 347. Implementation and/or development of provider dashboards or other data visualization tools. 	12/2021	9/29/2023	<p>-Each HCS will submit EHR Reports that show how NQF 0018 and NQF 049 are stored.</p> <p>-Name of dashboard used to provide data visualization tools.</p> <p>-Meeting agendas for in-service training on how to track and report improvement for blood pressure control in EHR</p>	<p>Who: John Kalfayan, Quality Director & Beth Mendoza, Clinical Quality Manager, E H R Training Team</p> <p>How: Will present at ACHC quarterly meetings</p>

<ul style="list-style-type: none"> • Training providers, office personnel, and members of the care team on how to track and report a percent increase (or improvement) in blood pressure control and cholesterol management PDSA cycle development, quality improvement, and how to run data queries (invest in staff expertise). 			<p>-Number of providers/personnel trained.</p>	
<p>Activity B.2.2</p> <p>FCDPH will work with HCS #1 and HCS #2 to identify and monitor number of patients who reach blood-pressure control based on innovative activities above.</p>	<p>12/2021</p>	<p>9/29/2023</p>	<p>-Number of patients who have reached blood pressure control or were placed on statin therapy (performance measure B.2a(i) and B.2a(ii))</p>	<p>Who: Tiffany Arvizu, Program Manager, Care Coordinator.</p> <p>How: I2I tracks a population health management program.</p>
<p>Activity B.2.3</p> <p>HCS will finalize protocols or standard operating procedures to ensure the proper care and follow up of patients is institutionalized.</p>	<p>12/2021</p>	<p>9/29/2023</p>	<p>-Sample of updated internal protocols for reporting changes in blood pressure or cholesterol control.</p>	<p>Who: Beth Mendoza, Clinical Quality Manager</p> <p>How: Will create a sample</p>
<p>Short Term Outcomes(s)</p>	<p>Short Term Measures</p>			
<p>Increased tracking of standardized clinical quality measures for blood pressure control.</p>	<p>Measure: Proportion of patients within high burden subpopulations with known high blood pressure who have achieved blood pressure control based on the adoption of evidence-based quality measurement at clinics or health care sites.</p> <p>-Data Source: EHR, clinic registries or dashboards</p>			
<p>Increased tracking of standardized clinical quality measures for cholesterol management.</p>	<p>Measure: Proportion of patients within high burden subpopulations who are considered high-risk for cardiovascular events who have their cholesterol managed with statin therapy based on</p>			

	adoption of evidence-based quality measurement at clinics or health care sites. Data Source: EHR, clinic registries or dashboards	
Setting	Healthcare systems, hospitals, FQHCs	
Population of focus	Hispanic adults African American adults Low socioeconomic status adults Urban and rural areas	

Strategy Description B.3

Explore and test innovative ways to engage non-physician team members (e.g., nurses, nurse practitioners, pharmacists, nutritionists, physical therapists, social workers, CHWs) in hypertension and cholesterol management in clinical settings.

Activity Description	Project Start Date	Project End Date	Deliverables	Identify who will work to complete this activity to submit deliverable and how?
<p>Activity B.3.1</p> <p>HCS will promote innovative activities that engage non-physician team members (nurses, nurse practitioners, pharmacists, nutritionists, physical therapists, social workers, community health workers) in hypertension and cholesterol management.</p> <p>These should include:</p> <ul style="list-style-type: none"> Care coordination within clinical teams. This may include implementing or updating protocols for hypertension/cholesterol management. 	12/2021	9/29/2023	<p>-Copy of workflow showing which non-physician team members are part of care team for patients with hypertension/cholesterol patients (baseline).</p> <p>-Updated workflow/protocols implemented.</p>	<p>Who: Tiffany Arvizu, Program Manager; Beth Mendoza, Clinical Quality Manager.</p> <p>How: Will create workflow & protocols</p>

<ul style="list-style-type: none"> Establishing bi-directional electronic communications. Promoting self-management programs. Adopting a Heart Health Champion role on care team. 				
<p>Activity B.3.2</p> <p>HCS will identify and monitor number of patients who reach blood-pressure control based on innovative activities above.</p>	<p>12/2021</p>	<p>9/29/2023</p>	<p>-Number of patients who have reached blood pressure control by engaging with a non-physician team member, such as a pharmacist or CHW (performance measure B.3a and B.3b)</p>	<p>Who: Tiffany Arvizu, Program Manager; Care Coordinator</p> <p>How: I2I tracks a population health management program tracking Health Education & California Smokers Healthline.</p>
<p>Short Term Outcomes(s)</p>	<p>Short Term Measures</p>			
<p>Increased engagement of non-physician team members.</p>	<p>Measure: Proportion of patients with known high blood pressure who have achieved blood pressure control based on innovative approaches to engaging non-physician team member in hypertension management.</p> <p>-Data Source: Healthcare systems self-reporting</p>			
<p>Increased engagement of non-physician team members.</p>	<p>Measure: Proportion of patients with known high blood pressure who have achieved blood pressure control based on innovative approaches to engaging non-physician team members in cholesterol management.</p> <p>Data Source: EHR, patient medical records</p>			

Setting	Healthcare systems, hospitals, FQHCs			
Population of focus	Hispanic adults African American adults Low socioeconomic status adults Urban and rural areas			
Strategy Description B.4 Promote the adoption of MTM between community pharmacists and physicians for the purpose of managing high blood pressure, high blood cholesterol, and lifestyle modification.				
Activity Description	Project Start Date	Project End Date	Deliverables	Identify who will work to complete this activity to submit deliverable and how?
<p>Activity B.4.1</p> <p>HCS will implement a protocol for referring patients who have *uncontrolled hypertension (ICD-10:10-15) or high blood cholesterol (ICD10 E78.00) to medication therapy management (MTM) sessions provided by community pharmacy. Collaborative Practice Agreement (CPA) should be developed if working with community pharmacist outside of the organization.</p>	12/2021	9/29/2023	-Updated workflow/protocols implemented.	<p>Who: ACHC Admin Team & CHSU Medical School</p> <p>How: create & update workflows and protocols. CHSU will assist in implementation</p>
<p>Activity B.4.2</p> <p>Track the number of referrals made to MTM. Patients may also be referred to evidence-based lifestyle change program upon completion of MTM. This may include DASH diet or the AHA Self-Measure Blood Pressure program (SMBP).</p>	12/2021	9/29/2023	-Number of referrals made to MTM, number of pharmacists providing MTM (Performance measure B.4a, B.4b. B.4c)	<p>Who: Patient Navigator</p> <p>How: I2I tracks a population health management program</p>

Short Term Outcomes(s)	Short Term Measures	
Increased access to MTM programs in Fresno County for patients with or at-risk for hypertension.	Measure: Number and % of patients with high blood pressure and/high cholesterol eligible for MTM services. -Data Source: Database from pharmacies, insurance claims, pharmacist assessment	
Increased access to MTM programs in Fresno County for patients with or at-risk for hypertension.	Measure: Number and % of community pharmacies that provide MTM services for the purpose of managing high blood pressure and/or high blood cholesterol. -Data Source: Database from pharmacies, insurance claims, pharmacist assessment	
Increased access to MTM programs in Fresno County for patients with or at-risk for hypertension.	Measure: Number and % of community pharmacists that provide MTM services for the purpose of managing high blood pressure and/or high blood cholesterol. -Data Source: Database from pharmacies, insurance claims, pharmacist assessment	
Setting	Healthcare systems, hospitals, FQHCs, pharmacies, community-based organizations	
Population of focus	Hispanic adults African American adults Low socioeconomic status adults Urban and rural areas	

Strategy Description B.5				
Facilitate engagement of patient navigators/community health workers in hypertension and cholesterol management in clinical and community settings.				
Activity Description	Project Start Date	Project End Date	Deliverables	Identify who will work to complete this activity to submit deliverable and how?
Activity B.5.1 HCS will engage patient navigators/CHWs in team-based care and care coordination efforts for hypertension and cholesterol.	12/2021	9/29/2023	-Narrative report describing patient navigator/CHW workflow in referring patients to hypertension resources.	Who: Tiffany Arvizu, Program Manager How: Will create narrative
Activity B.5.2 HCS will engage patient navigators/CHWs to refer patients to SMBP classes, DASH Diet, Smoker Helpline or other hypertension focused interventions within organization or with a community-based partner. Memorandum of Understanding should be developed if working in community-based settings.	12/2021	9/29/2023	Report number of referrals to interventions made by patient navigator/CHWs (Performance Measure B.5a and B.5b).	Who: Tiffany Arvizu, Program Manager; Care Team Members How: I2I tracks a population health management program
Activity B.5.3 HCS will engage local community health worker groups and determine aligning priorities among the diverse groups.	12/2021	9/29/2023	-Agendas from meetings hosted for CHW groups.	Who: Tiffany Arvizu, Program Manager, John Kalfayan, Quality Director, & Health Educators How: Quarterly Health Education meetings

Short Term Outcomes(s)	Short Term Measures	
Increased engagement of patient navigators/community health workers.	Measure: Number of patients within clinical or community settings that engage with CHWs or community navigators who link patients to community resources that promote management of high blood pressure. -Data Source: EHR queries, healthcare systems self-reporting	
Increased engagement of patient navigators/community health workers.	Measure: Number of patients within clinical or community settings that engage with CHWs or community navigators who link patients to community resources that promote cholesterol management. -Data Source: EHR queries, healthcare systems self-reporting	
Setting	Healthcare systems, hospitals, FQHCs,	
Population of focus	Hispanic adults African American adults Low socioeconomic status adults Urban and rural areas	

Strategy Description B.8				
Explore and test innovative ways to enhance referral, participation, and adherence in cardiac rehabilitation programs in traditional and community settings, including home-based settings.				
Activity Description	Project Start Date	Project End Date	Deliverables	Identify who will work to complete this activity to submit deliverable and how?
Activity B.8.1 HCS will work with Department of Public Health to promote St. Agnes Medical Center’s (SAMC) cardiac rehabilitation program among patients who qualify. Identify barriers to participation to help increase referrals.	12/2021	9/29/2023	-Number of patients who qualify for program, number of referrals made. (Performance Measure B.8a)	Who: Beth Mendoza, Clinical Quality Manager, & Patient Navigator How: Beth will provide patient reports for patient navigator & will follow up on referrals & attendance with patient navigator
Short Term Outcomes(s)	Short Term Measures			
Increased awareness and utilization of cardiac rehabilitation program in Fresno County.	Measure: Number and % of patients in selected clinical and/or community settings who have had a qualifying even with the previous 12 months, who receive a new referral to cardiac rehab program. -Data Source: EHR queries, data from cardiac rehabilitation program			
Increased awareness and utilization of cardiac rehabilitation program in Fresno County.	Measure: Number and % of patients in selected clinical and/or community settings who have had a qualifying even with the previous 12 months, who			

	<p>attend at least 1 session in a cardiac rehab program</p> <p>-Data Source: EHR queries, data from cardiac rehabilitation program</p>	
<p>Increased awareness and utilization of cardiac rehabilitation program in Fresno County.</p>	<p>Measure: Number and % of patients in selected clinical and/or community settings who have had a qualifying even with the previous 12 months, who have enrolled in a cardiac rehab program and attend at least 25 sessions.</p> <p>-Data Source: EHR queries, data from cardiac rehabilitation program</p>	
<p>Setting</p>	<p>Healthcare systems, private practice, hospitals, FQHCs, community-based organizations</p>	
<p>Population of focus</p>	<p>Hispanic adults African American adults Low socioeconomic status adults Urban and rural areas</p>	

Additional Activities				
Activity Description	Project Start Date	Project End Date	Deliverables	<i>Identify who will work to complete this activity to submit deliverable and how?</i>
<p>Monthly Meetings</p> <p>HCS will attend monthly virtual program meetings with Department of Public Health staff. HCS may be invited to attend virtual meetings with CDC and CDC evaluator on as needed basis.</p>	12/2021	9/29/2023	-FCDPH will coordinate	Who: Beth Mendoza, Clinical Quality Manager & Tiffany Arvizu, Program Manager
<p>Evaluation Reports</p> <p>HCS will be responsible for submitting performance measure reports to FCDPH and working with evaluators at Central Valley Health Policy Institute to discuss de-identified data.</p>	12/2021	9/29/2023	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -Baseline performance measure data for B.1, B.2, B.3, B.4, B.5 and B.8 due by December 17, 2021 for September 30, 2020-September 29, 2021. -Year 1 evaluation report for performance measures B.1, B.2, B.3, B.4, B.5 and B.8, due December 1st, 2022. -Year 2 evaluation report for performance measures B.1, B.2, B.3, B.4, B.5 and B.8, due October 2nd, 2023. 	Who: Beth Mendoza, Clinical Quality Manager & Tiffany Arvizu, Program Manager

<p>Success Stories and Sustainability Plan</p> <p>HCS will be responsible for documenting at least one success story.</p> <p>HCS will be responsible for identifying ways to sustain activities beyond 9/29/2023.</p>	12/2021	9/29/2023	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -Narrative description of identified success story (ex. Patient success in improving numbers or clinic success). -Narrative describing ideas for sustainability. 	<p>Who: ACHC Admin team</p> <p>How: Will collect from Clinical team</p>
<p>Exit Interview</p> <p>HCS staff involved in the project will be invited to attend an exit interview at the end of the project to document insights, lessons learned, and barriers identified during the project.</p>	12/2021	9/29/2023	-Central Valley Health Policy Institute will coordinate.	Who: ACHC admin team
<p>National Recognition Programs</p> <p>HCS is recommended to apply for the Target BP Recognition Program through the American Heart Association & American Medical Association https://targetbp.org/recognition-program/</p>	12/2021	9/29/2023	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"> -Copy of certificate showing BP Recognition status. 	Who: Tiffany Arvizu, Program Manager

Year I
Execution through 9/29/2022

Personnel						
<u>Position Title</u>	<u>Monthly Salary Range</u>		<u>Annual</u>	<u>FTE %</u>	<u>Months</u>	<u>Requested Amount</u>
Health Educator (Coalinga, Fowler and Riverdale Locations) 1.00 FTE	\$ 3,270.00			100%	9	\$29,430
Patient Navigator 1.00 FTE	\$ 3,120.00			100%	9	\$28,080
Care Team Member 1.00 FTE	\$ 3,120.00			75%	9	\$28,080
Care Team Member 0.5 FTE	\$ 3,120.00			75%	9	\$28,080
EHR Trainer #1 x .25 FTE	\$ 127.00			25%	9	\$11,440
EHR Trainer #2 x .25 FTE	\$127.00			25%	9	\$11,440
Total Personnel						\$136,550
Fringe Benefits @ 29%				Total Fringe Benefits		\$39,600
				Total		\$176,150
Operating Expenses						
Printing					9	\$300
Total Operating Expenses						\$300
Equipment						
Laptop @\$800	1	\$ 800.00				\$800
Desktop Computer @\$820	3	\$ 820.00				\$2,460
Monitors @ \$150	6	\$ 150.00				\$900
Desk @ \$250	2	\$ 250.00				\$500
Small Equipment (Power supply, keyboard and mouse, desktop phone, telephone headset)	3	\$ 412.00				\$1,236
Tablets @ \$500	4	\$ 250.00				\$1,000
Equipment						\$6,896
Travel						
Mileage @ .56 per mile (IRS Rate)	1000	\$0.54				\$540
(Health Educator)						
Total Travel						\$540
Other Costs						
Smokes Hotline Direct HL7 Interface						\$5,000
Total Other Costs						\$5,000
Indirect Costs						
Total Indirect Costs						\$0
TOTAL COSTS						\$188,886

Justification Year 1

Health Educator with aid with program at site level. Budget covers going salary for position at Aria.

Care Coordinator will identify patients who qualify in the program and initially make

Care Team Member will contact patients to setup initial appts and follow up visits. Rate is at Aria starting wage for position.

Care Team Member will contact patients to setup initial appts and follow up visits. Rate is at Aria starting wage for position.

E H R Trainers will train staff on how to enter data into system from Blood pressure cuffs and historical information in E H R.

E H R Trainers will train staff on how to enter data into system from Blood pressure cuffs and historical information in E H R.

Print handouts and posters to promote program.

One laptop purchase for new Health Educator, Care Coordinator and Care Team

One desktop each for new Health Educator, Care coordinator and Care Team member.

Two monitors each for new Health Educator, Care coordinator and Care Team

Equipment to purchase for new Health Educator and Care coordinator.

Equipment to purchase for new Health educator and Care coordinator. (Power supply @\$70, keyboard and mouse @\$40, desktop phone @ \$144, telephone headset @\$158)

Four tablets @ \$250 each to download data from blood pressure cuffs. Total \$1,000

Health Educator Travel between Riverdale, Coalinga and Fowler

For direct referrals from EMR to Smokers Hotline

**Year II
9/30/2022 through 9/29/2023**

Personnel

<u>Position Title</u>	<u>Monthly Salary Range</u>		<u>Annual</u>	<u>FTE %</u>	<u>Months</u>	<u>Requested Amount</u>
Health Educator (Coalinga, Fowler and Riverdale Locations) 1.00 FTE	\$ 3,270.83		\$ 39,250.00	100%	12	\$39,250
Patient Navigator 1.00 FTE	\$ 3,120.00		\$ 37,440.00	100%	12	\$37,440
Care Team Member 1.0 FTE	\$ 3,120.00		\$ 37,440.00	85%	12	\$31,824
Care Team Member 0.5	\$ 3,120.00			85%	12	\$31,824
			Total Personnel			\$140,338
Fringe Benefits @ 29%				Total Fringe Benefits		\$40,698
				Total		\$181,036
Operating Expenses						
Printing					9	\$300
			Total Operating Expenses			\$300
Equipment						
(None for Year 2)						
				Equipment		\$0
Travel						
Mileage @ .56 per mile (IRS Rate)	1000	\$0.54				\$540
(Health Educator)						
				Total Travel		\$540
Other Costs						
Blood Pressure Cuff	100	\$ 50.00				\$5,000
			Total Other Costs			\$5,000
Indirect Costs						
				Total Indirect Costs		\$0
				TOTAL COSTS		\$186,876

Justification Year 2

Health Educator with aid with program at site level. Budget covers going salary for position at Aria.

Care Coordinator will identify patients who qualify in the program and initially

Care Team Member will contact patients to setup initial appts and follow up

Care Team Member will contact patients to setup initial appts and follow up

Print handouts and posters to promote program.

Health Educator Travel between Riverdale, Coalinga and Fowler

Blood Pressure cuffs for those added to program within Fresno County

\$375,762



General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, 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 these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>

HHS Grants Policy and Regulations – <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

Federal Funding Accountability and Transparency Act (FFATA) <https://www.fsr.gov/>

Trafficking In Persons: Awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). <https://www.gpo.gov/fdsys/browse/collectionUSCode.action?collectionCode=USCODE&searchPath=Title+22%2FCHAPTER+78&oldPath=Title+22&isCollapsed=true&selectedYearFrom=2000&ycord=3240>

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at: <https://www.cdc.gov/grants/additionalrequirements/index.html>.

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additionalrequirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note: CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): 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. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (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 to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government 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 for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 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/grants/additionalrequirements/index.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): 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. Blocking access to pornography (Div. H, Title V, Sec. 521): (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.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th 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.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period via www.grantsolutions.gov. If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

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 recipient is required to contact the Grants Management Specialist/Officer (GMS/GMO) identified in the Notice of Award before the due date.

Electronic versions of the form can be downloaded at:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additionalrequirements/ar-25.html>.

Audit Requirement Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$750,000 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 45 CFR Part 75. 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\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit Requirement Foreign Organizations: An organization that expends \$300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed in English and in US dollars, and 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:

Electronic Copy to: OGS.Audit.Resolution@cdc.gov (CDC Office of Grants Services)

After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient 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 (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

In addition, if the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 1 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

1. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 4 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 4 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 1.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

2. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 1 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

3. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

4. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match;

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending/index.html>. In addition, costs must be clearly stated in the budget narrative and be

consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:

<http://www.cdc.gov/grants/alreadyhavegrant/priorapprovalrequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at:

<https://www.cdc.gov/grants/grantsolutions/index.html>.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative or other key persons specified in the NOFO, 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 recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant supported project must bear an acknowledgment and disclaimer, and include the award number. For example:

This publication (journal article, etc.) was supported by Grant or Cooperative Agreement number 5UXXXXXXX, 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 recipients 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 article 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: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient 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 not

authorized 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).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient 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 recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, 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 recipient 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 recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

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 recipients only when recipients 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 recipient 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 recipient 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: <https://www.gpo.gov/fdsys/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Recipients 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,” “recipient,” “subgrant,” or “subrecipient”):

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

Fraud Waste or Abuse: The HHS Office of the 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 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.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: <https://pms.psc.gov/>
PMS Phone Support: +1(877)614-5533
PMS Email Support: PMSSupport@psc.gov

Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S.

dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient 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 the NOA.

Certification Statement: By drawing down funds, the recipient 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 in the NOFO, outlined in their NOA, 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

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. 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).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

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

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

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 no later than 90 days after the period of performance end date via www.grantsolutions.gov.

Electronic versions of the form can be downloaded at:
<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

The final 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' 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.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting:
<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

If no equipment was acquired under an award, a negative report is required.

The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient 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.

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (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. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

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

- The development of programs and NOFOs 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 recipients in the performance of their project; and
- Post-award monitoring of recipient 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.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: 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. 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 NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients 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, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

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 in the GMO section are performed by the GMS, on behalf of the GMO.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	