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AMENDMENT II TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this _9th_ day of ______, 2024, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and **Fresno Metropolitan Ministry**, a California Non-Profit Corporation, whose address is 3845 N. Clark St. Suite 101, Fresno, California 93726, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-21-539, dated the 14th of December 2021; and

WHEREAS, COUNTY and CONTRACTOR entered into a First Amendment number A-23-047, dated the 24th of January 2023 (Agreement number A-21-539 and First Amendment number A-23-047, collectively, shall be referred to herein as "the Agreement"); and

WHEREAS, COUNTY and CONTRACTOR modified the budget, referenced as Revised Exhibit B-2, on the 6th of March 2024 through formal letter and written consent of both parties pursuant to Section 7 (Modification) of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to extend the term of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to increase the total compensation of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to update the Scope of Work of the Agreement; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to include a Compliance with Federal Requirements section and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to attach the Federal Terms and Conditions to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That Section Three (3) – TERM, of the Agreement, on Page Three (3), beginning on Line Six

(6) and ending on Page Three (3), Line Eleven (11) with the word "Performance" shall be deleted in its entirety and replaced with the following:

"3. TERM

The term of this Agreement shall commence upon execution and be for a period through and including May 31, 2026."

- 2. That all references in Agreement to "Revised Exhibit B-1" and "Revised Exhibit B-2" shall be changed to read "Revised Exhibit B-3". Revised Exhibit B-3 is attached hereto and incorporated herein by this reference.
- 3. That Section Five (5) COMPENSATION/INVOICING, of the Agreement, on Page Four (4), beginning with Part B on Line Eighteen (18) and ending on Page Four (4), Line Twenty-One (21) with the word "Contractor" shall be deleted in its entirety and replaced with the following:
- "B. In no event shall services performed under this Agreement by CONTRACTOR be in excess of Twelve Million Four Hundred and Ninety-Six Thousand Eight Hundred and Sixty-Eight and 80/100 Dollars (\$12,496,868.80) during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by CONTRACTOR."
- 4. That all references in Agreement to "Exhibit A' and "Revised Exhibit A" shall be changed to read "Revised Exhibit A-1". Revised Exhibit A-1 is attached hereto and incorporated herein by this reference.
- 5. That Paragraph Thirty (30) COMPLIANCE WITH FEDERAL REQUIREMENTS shall be included in the Agreement on Page Twenty-Six (26) beginning on Line Nine (9) with the word "Compliance" and ending on Line Thirteen (13) with the word "Herein" and include the following:
 - "30. <u>COMPLIANCE WITH FEDERAL REQUIREMENTS</u>: CONTRACTOR recognizes that COUNTY operates its Advancing Health Literacy grant program with the use of Federal funds, and that the use of these funds imposes certain requirements on the COUNTY and its subcontractors. CONTRACTOR shall adhere to all Federal requirements, including those identified in Exhibit D, attached hereto and by this reference incorporated herein."
 - 6. That Exhibit D is attached hereto and incorporated herein by this reference.

COUNTY and CONTRACTOR agree that this Second Amendment is sufficient to amend the Agreement, and that upon execution of this Second Amendment, the Agreement, the First Amendment, and this Second Amendment together shall be considered the Agreement.

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

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions, and promises contained in the Agreement and not amended herein shall remain in full force and effect. This Amendment shall become effective upon execution.

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1	IN WITH	ESS WHEREOF the narties	hereto have executed this Amendment I as of the day and
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4	CONTRACTOR Fresno Metropo	olitan Ministry	COUNTY OF FRESNO
5	DocuSigned by:		
6	Emogene Nelso		Nether Magain Chairman of the Board
7	(Authorized Sign		Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno
8	Emogene Nelso		
9	Emogene Nelso 6/24/2024 3:	n, Executive Director	
10	Date	40 PM PD1	
	Date		
11	Mailing Address	<u>.</u>	ATTEST:
12	3845 N. Clark S Fresno, CA 9373		Bernice E. Seidel Clerk of the Board of Supervisors
13	Tresno, CA 957.	20	County of Fresno, State of California
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15			By: Hanah
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Fresno County Department of Public Health – Fresno County Community Health Worker Network Vendor Scope of Work

Summary: COVID-19 has brought many unforeseen challenges to families in our community, including lasting impacts in our most vulnerable and underserved families. Through the CHW Network created through local CBOs during the COVID-19 response, wrap around services to address health and social disparities have expanded the response to the most vulnerable populations. Through the FCHIP Pathways Community HUB (PCH), CBOs responding to these needs through the CHW Network will be able to enhance capacity and continue the work through a standardized approach that will align with CalAIM and Fresno County requirements in a sustainable payment model approach.

	Category 1: RECRUITMENT, PARTNERSHIPS & TRAINING					
Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable		
1.1	Recruitment & Hiring	Partner will secure staff as needed for FCHIP PCH. Recruited staff will be responsible for implementation and administration of PCH activities, oversight of CBO contracts, and all aspects of the FCDPH contracted agreement.	FCHIP	 Hire staffing for project Include FCDPH lead staff in hiring process Submit staffing report to FCDPH on a quarterly basis 		
1.2	FCHIP PCH Location	Partner will secure a physical work location & workstation for all FCHIP PCH staff.	FCHIP	Provide update(s) on established work location and/or changes, if applicable		
1.3	Invoicing & financial reports	Partner will submit invoices, supporting documentation, and other financial reports monthly on or before an agreed upon date following an established protocol. These reports and supporting documentation will reflect program and contractual activities.	FCHIP	Monthly invoice submission		

1.4	CBO Contracts	Partner will contract with CBOs and will make contract amendments to include Federal Terms and Conditions as needed, to continue COVID-19 equity work (outreach and education regarding testing, vaccination, quarantine and isolation) and provide capacity building through the Pathways sustainable payment model approach. This includes: • Working with FCDPH on CBO SOW development and performance measure monitoring. • Coordinate & establish CBO partnerships and structure agreements. e.g., Coalitions, individual. • Monitor CBO contracted activities, expenditures, and implement quality improvement measures to address gaps in services and outcomes.	FCHIP FCDPH	Execute contracts with CBOs Provide copy of executed contracts or contract amendments to FCDPH Performance measures
1.5	Data System(s)	Partner will work with FCDPH on managing the administration of CCS and will provide IT support to contracted CBO partners. This support includes:	FCHIP FCDPH	Provide data system support to CBO contracted partners.

needed, to include training requirements for PCH staff and CBO contracts partners, other CHW Network partners, and non-contracted partners, as applicable.	FCHIP FCDPH CBO Contracted Partners Non-contracted partners	 Submit training plan to FCDPH. Submit training plan progress
needed, to include training requirements for PCH staff and CBO contracts partners, other CHW Network partners, and non-contracted partners, as applicable.	FCDPH CBO Contracted Partners Non-contracted	plan to FCDPH. • Submit training
		on a quarterly basis.

	Category 2: IMPLEMENTATION & SUPPORT						
Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable			
2.1	CBO COVID-19 continued support	Partner will monitor and establish mechanisms aligned with the PCH Model to assure CBO contracted partners continue to provide COVID-19 response activities during the contracted period, including RMH events, as applicable. These activities include: • COVID-19 Outreach & education in hard-to-reach priority communities within Fresno County, including RMH events, as applicable and capacity allows. • COVID-19 vaccination and testing coordination in priority populations within Fresno County. • Vaccination event support. • Contact tracing & medical investigation, as needed. • Implementation & distribution of isolation/quarantine support (IQS) based on established and/or FCDPH modified processes & protocols, as needed. • Reduction of identified barriers by opening Pathways and providing referrals & supports to complete Pathways. E.g., transportation, food security, social service-financial supports, housing. Other established services as needed, in a culturally and linguistically appropriate manner. Partner will provide support and resources needed from CBO contracted partners in COVID-19 response efforts.	FCHIP CBO Contracted Partners	Submit quarterly reports to FCDPH to capture established metrics from each CBO contracted partner through CCS.			

2.2	Payment for outcome phase transition	 Partner will establish payment for outcome model processes and provide support to CBO contracted partners in the implementation of these processes. This will include: Training & support needed by CBO contracted partners during the transition. Timeline, guidelines, and criteria needed for payment reimbursement through the established phases following the pathways criteria. Work with FCDPH to establish billing criteria for non-Pathway COVID-19 billing support services, and updating them as needed. <i>E.g., Contact tracing, vaccination event support, etc.</i> PCH to bill managed care plans & other funding partners if applicable for the successful completion of Pathways. PCH to distribute payment to CBOs for completion of established Pathways within their respective CHW support & other non-Pathway COVID-19 services. Partner will provide support and TA to CBO contracted partners. 	FCHIP	Submit a quarterly report to FCDPH on phase transition progress & payment outcomes.
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2.3	CBO Pathway model activities	Partner will establish and execute processes for CBO contracted partner Pathway model activities, to include care coordination approaches & data system usage: • Identify priority population and/or outcome area within Fresno County and make adjustments as needed. • Provide support in establishing referral processes for CBO CHW Network. • Implement strategies to engage identified service population. • Implement strategies to address service gaps in the priority population/outcome area. • Establish community resource referral process for CHW Network care coordination efforts. • Implement social determinants of health needs assessment and provide resources, intervention strategies, and best practice support. • Provide the necessary tools to support with CHW Network Care coordination efforts leading to a standardized Pathway.	FCHIP	Submit a quarterly report to FCDPH on CBO contracted partner Pathway model activity progress, to include challenges & successes.
2.4	Educational resources	Partner will identify, assess, and provide additional educational support needed for CBO contracted activities. These will include: • Tailored educational resources, to be in a culturally and linguistically appropriate manner. • Resource sharing, to include updates on COVID-19 updated mandates, Pathway model resources, and other identified resource needs. • Health Equity trainings for partners. • Provide CBO talking points for tailored messaging to community members as needed. Partner will identify CBO TA needs based on educational resource requests and supports needed.	FCHIP FCDPH	Maintain an educational resource repository.

2.5	Media Activities	 Partner will work with FCDPH media contractor to identify media opportunity needs with CBO partners and targeted community. This will include: Identifying need for targeted messaging & marketing opportunities. Participate in media training, as applicable and available. Participate and/or coordinate CBO participation in local media opportunities, to include FCDPH media briefs when needed. Promote program and activities in ethnic/linguistic communities using culturally competent practices. Track marketing efforts by each CBO partner through an agreed upon process & protocol. 	FCHIP FCDPH Media Contractor	Submit a log of media activities conducted & resource development on a quarterly basis to FCDPH.
2.6	Community Collaboration	Partner will establish and coordinate a community advisory council, when appropriate, that will include engagement and participation of CBO contracted and non-contracted partners, community members receiving services, CHW network partners, other FCDPH programs, network of care community agencies, and other identified partners. This collaboration will include: • Quarterly meetings • Standing meeting agenda items • Serve as a bi-directional collaboration platform for resources sharing, referral processes, referral partnerships with the community, other FCDPH programs, and local 211, best-practice support, quality improvement, and other identified needs. • Serve as a group that provides oversight & feedback on PCH model & other implementation practices.	FCHIP FCDPH CBO Contracted Partners	Provide sign-in sheets, meeting minutes, and agendas to FCDPH on quarterly basis.

	Category 3: Quality Assurance & Reporting Measures						
Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable			
3.1	Pathways PCH model	 Partner will align with Pathways PCH model fidelity to achieve certification. These requirements will include: Community engagement and planning Fulfill prerequisites for PCH certification eligibility through organizational standards. Fulfill requirements through the evidence-based set standards. Meet standards and obtain certification. Maintain certification status and align with model fidelity. 	FCHIP	 Submit quarterly report to FCDPH on Pathways model certification status. Once certified, submit certification notice to FCDPH. Maintain ongoing standards to keep certification standards current. 			
3.2	CBO COVID-19 Metrics	Partner will monitor and establish mechanisms to assure CBO contracted partners adherence with COVID-19 activity metrics. • Track outcomes and review data on an on-going basis to assure proper intervention and responses are taking place. • Track adherence & timeliness of data submission by CBO contracted partners. • Identify additional tracking resources needed in the data system and/or other tracking mechanisms.	FCHIP	Submit quarterly reports to FCDPH to capture established metrics from each CBO contracted partner.			

3.3	CBO PCH model	Partner will implement & maintain quality assurance measures to assure CBO contracted partners are adhering to contracted activities and PCH model processes: Review data on an on-going basis to ensure client care coordination outcomes. Review issues of quality, timeliness of service, documentation completion, and other identified areas. Analyze timeliness of each Pathway based risk mitigation. Analyze data to identify additional support needed and/or training for CBO-CHW Network partners. Analyze data to identify specific community infrastructure needs and enhancements. This can be done in part by analyzing "finished incomplete Pathways". Develop a sustainability plan, to include identifying and/or establishing additional payors to assure identified gaps, services, and community supports continue. Partner will implement quality improvement measures and work with each contracted CBO partner to establish a plan of improvement measures based on performance and need.	FCHIP	•	Submit quality improvement plans to FCDPH once established. Submit the sustainability plan once completed.
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3.4	CBO partner site visits	Partner will perform site visits with contracted CBO partners to ensure PCH model, COVID-19 activities & contractual compliance. Partner will: • Establish frequency of site visits. • Provide feedback of site visit results with individual sites & FCDPH. • Strategize with individual sites on best practice implementations to improve client care coordination outcomes.	FCHIP	Submit site visit results with FCDPH in quarterly report.
3.5	Community Advisory Council QI measures	Partner will work with community advisory council members, when appropriate, to share information regarding service delivery feedback and other quality improvement measures, this will include: • Sharing best practice program implementation measures in areas needing improvement. • Identifying gaps in community resources & collaboration needs for bi-directional referrals where gaps are identified. • Leveraging other identified needed supports and implementation improvement practices.	FCHIP	Provide sign-in sheets, meeting minutes, and agendas to FCDPH on quarterly basis.

3.6	Meetings	Partner will participate in FCDPH identified meeting/calls to be attended by established staff on an agreed upon frequency.	FCHIP FCDPH Staff	Attend all agreed upon meeting/calls.
		 Monthly program call with FCDPH lead staff. Meeting/calls with media contractor as needed. Meeting/calls with contracted evaluator as needed. Community Advisory Council quarterly meetings. Other identified meetings as needed. Partner will identify meetings/calls that would need to be attended by FCDPH as it pertains to program implementation and outcomes.		

3.7	Program reports	Partner will submit appropriate reports on an agreed upon timeframe and will identify/communicate additional reporting needs and/or challenges with FCDPH.	FCHIP	 Submission of appropriate reports on agreed upon timeline.
		Monthly Reports:		
		 CBO Contracted COVID-19 activities & metrics Financial report, to include invoicing & other supportive documentation. 		
		Quarterly		
		 Overall program report Staffing report Media activity log Training log Community advisory council documentation 		
		Once completed/obtained:		
		Submission of other identified reports & metrics once transition to PCH payment model is in effect and/or identified by program evaluator.		

Category 4: Evaluation								
Activity	Activity Name	Description	Responsible Party	Outcome/Deliverable				
4.1	Evaluator	Program will work with evaluator to implement evaluation metrics, benchmarks, and practices to evaluate the effectiveness and impacts of the program. These activities will include: • Identify & implement evaluation needs in data system to track and measure program impacts. • Implement improvement recommendations of identified areas to improve program outcomes. • Contribute to the effectiveness of the program evaluation through collaboration and feedback of program progress. • Support and contribute with evaluation methods in various program aspects such as implementation, certification fidelity, community input, health equity, and other identified areas. • Identify future opportunities of braided funding and leveraging of resources based on program outcomes and opportunities, to be included in the sustainability plan. • Other evaluation needs.	FCHIP FCDPH Evaluator	Collaborate with FCDPH evaluator on evaluation plan.				

Glossary:

- CalAIM: California Advancing and Innovating Medi-Cal
- CCS: Care Coordination System
- CHW: Community Health Workers
- CBO: Community-Based Organizations
- CLAS: Culturally and Linguistically Appropriate Services
- FCHIP: Fresno County Health Improvement Partnership
- FCDPH: Fresno County Department of Public Health
- IQS: Isolation Quarantine Support
- PCH: Pathways Community HUB
- PCHI: Pathways Community HUB Institute
- SOW: Scope of Work
- RMH: Rural Mobile Health
- TA: Technical Assistance

Fresno Metro Ministry/FCHIP HOPE HUB			
Agreement A-23-047			
Term: December 15, 2021 - May 31, 2026			
Personnel	Approved Budget	Amended Budget	Changes/Justifications
HUB Program Director - 1 FTE (17 mo/12 mo/29 mo)	203,337	376,399	Responsible for the direction of HUB, oversight and management of all assigned programs including a diversity, equity, and inclusion lens for all contract compliance, performance outcomes, administrative supervision, budget compliance, blended funding, and community outreach as well as overseeing contracts with Community-Based Organizations (CBOs) and funders to pay for care coordination services for at-risk populations within HPI (2.0) Quartile 1, supervision of 7 staff, facilitation of meetings, and responsible for meeting requirements for national PCHI certification and CalAIM certification. Salary Position, Annual \$100,000 @ 1 FTE Carryover \$16,796 YR 1 Aug "24 to July" 25 = \$100,000 - \$16,796 carryover \$83,204 YR 2 Aug "25 to May "26 (10 mo) = \$8,334 mo x 10 mo = \$83,334
Fiscal and Contracts Management - 1 FTE (15 mo/12 mo/27 mo)	142,144	279,644	Responsible for overseeing the HUB in contract management, fiscal invoices, payments associated with subcontracts, vendors, legal fees, and consultants, monitoring the HUB budget including subawardees, evaluation of fiscal performance for subawardees, making fiscal and contractual recommendations, and informing the Community Advisory Council and FCHIP Executive Committee of any discrepancies. Supervises the Administrator to ensures compliance with blended funded. Assesses any fiscal and/or contractual risks and provides recommendations to the FCHIP team. Salary Position, Annual \$75,000 @ 1 FTE YR 1 Aug '24 to July '25 = \$75,000 YR 2 Aug '25 to May '26(10 mo) = \$62,50 mo x 10 mo = \$62,500 Total Increase: \$75,000 + \$62,500 = \$137,500 Total \$142,144 + \$137,500 = \$279,644
FCHIP Program Director3 FTE (19 months/12 months at .1 FTE/31 mo)	44,317	44,317	
FCHIP Manager20 FTE (1 mo)	2,166	2,166	
FCHIP Marketing Coordinator10 FTE (1 mo)	796	796	
FCHIP Communications Coordinator - FY 22-23 @ .20 FTE FY 23-24 @ .10 FTE (19 mo/12 mo/31 mo)	14,905	8,381	The FCHIP Coordinator funds were not needed as originally budgeted. The carryover is moved to the HUB Program Director line.
HUB Admin - 1 FTE (18 mo)	93,816	183,436	Responsible for serving as a backbone support staff for all administrative duties related to programmatic and fiscal activities including processing HUB expenses, coordinating meetings, invoicing for blended funding, notetaking, preparing agendas and meeting materials, and tracking subawardee deliverables. The position is key to the performance of the HUB infrastructure. Hourly Position, Annual \$47,880 @ 1 FTE YR 1 Aug '24- Jul'25= \$47,880 YR 2 Aug '25 to May '26 (10 mo) = \$4,074 mo x 10 mo= \$40,740 Total increase: \$47,880 + \$40,740= \$89,620 Total \$93,816 + \$89,620= \$183,436
Care Coordination HUB Manager - Special Projects - 1 FTE (17 mo/12 mo/29 mo)	122,926	248,766	Responsible for overseeing and managing the day-to-day operations of the Care Coordination Agencies and Community Health Workers and ensuring the HUBs subcontracts are meeting their scope of work while complying with Pathways Community HUB institute guidelines. Also, serves as a liaison to all CHWs for workforce development, training for the database and model. Also responsible for auditing all billiable forms within the pathways model, planning and coordinating various operational activities, analyze processes and identify areas for improvement, implementing strategies to enhance productivity, reduce costs, and optimize efficiency, also involved in setting and monitoring key performance indicators (KPIs), evaluating operational performance, and making data-driven decisions to drive continuous improvement. Salary Position, Annual \$68,640 @ 1 FTE YR 1 Aug' 24 to Jul' 25 = \$68,640 YR 2 Aug' 25 to May '26 (10 mo) = \$5,720 mo x 10 mo = \$57,200 Total Increase: \$68,640 + \$57,200 = \$125,840 Total S122,926 + \$125,840 = \$248,766
Care Coordination Partner Liaison for 4 CBOs and Quality Assurance/Audit Manager - 1 FTE (17 mo)	118,553	120,177	Responsible for developing and implementing a quality improvement plan, develops strategies for CCAs and conducts QI audits. Assists in monitoring all data entry and reviews and develops weekly reports to monitor outcomes. Hourly Position, Annual \$56,160 @ 1 FTE One year only YR 1 Aug'24 to Jul '25 = \$56,160-54,536 carryover = \$1,624 YR 2 Aug '25 to May '26(10 mo) = Do not have sufficient funds to cover this staff. HOPE will find other funding sources. Total Increase: \$1,624 Total \$118,553 + \$1,624=\$120,177

8-	,241 138,581	Responsible for identifying trainings and providing trainings. This includes the national CHW certification, Pathways Community HUB Institute Training, Safety in the Home, HIPPA, Cultural and Linguistic Appropriate Services, Medical Billiable case notes, and others as assigned. Also serves as a liaison to 3 CBOs to provide supervisor meetings, site visits, and all partner meetings where trainings and inservices are provided for workforce development. Oversees and manages the monthly newsletter, RMH event coordination, and any other partnerships as assigned. Hourly Position, Annual \$59,280 @ .5 FTE YR 1 Aug'24 to Jul '25 = \$59,280 x.5 fte= \$29,640 YR 2 Aug '25 to May '26 (10 mo) = \$4,940 mo x 10 mo x .5 fte = \$24,700 Total Increase: \$29,640+ \$24,700= \$54,340
110	,520 186,790	Responsible for intaking all referrals within the database system and assigning to a CHW, creating partnerships with local agencies to ensure the 21 Standard pathways are closed, creating MOUs with Primary Care Providers and Mental Health Providers to streamline access to care for HUB clients, identifying and analyzing gaps in resources based on Pathways Community HUB Model data and identifying avenues for advocacy and education on the work of CHWs. Also serves as a liaison to 3 CBOs to provide supervisor meetings, site visits, and all partner meetings. Supports in Outcome based unit reports and coordinates with Medical Consultant for medical billable items. Hourly Position, Annual \$57,200 @ .5 FTE & 1 FTE YR 1 Aug' 24 to Jul' 25 = \$57,200 x.5 fte=\$28,600 YR 2 Aug'25 to May '26 (10 mo) = 1 fte, \$4,767 mo x 10 mo=\$47,670 Total Increase: \$28,600 + \$47,670 = \$76,270 Total \$110,520 + \$76,270 = \$186,790
		Responsible for providing leadership, direction, and clear vision that aligns with the mission and goals established by the partnership with Fresno County Departmentt of Public Health. Oversee day to day operations to ensure effective and efficient functioning of the HUB and manage staff resources. Salary \$138,000 Annual @ .10 FTE YR 1 Aug'24 to Jul '25= \$13,800 YR 2 Aug'25 to May '26 (10 mo) = \$11,500 mo x .10 FTE= \$11,500 Total: \$13,800 + \$11,500= \$25,300
1,237	,791 2,131,475	
36	,200 591,577	Fiscal Sponsor of HOPE for accounting, bookkeeping, financial reports, invoicing, IQS payment processing, tax filings, nonprofit status filings, audit, and Human Resources support for the PCH. \$12,000 mo YR 1 Aug'24 to Jul '25= \$144,000-\$32,623 carryover= \$111,377 YR 2 Aug' 25 to May '26= \$12,000 mo x 10 mo = \$120,000
		Total Increase: \$111,377 + \$120,000= \$231,377 Total \$360,200 + \$231,377= \$591,577
22	,280 37,480	
		Total \$360,200 + \$231,377 = \$591,577 General office supplies include Adobe subscriptions, grammarly, Printing HUB flyers, banners, and other marketing materials for the HUB, Office Supplies such as pens, paper, filing cabinet, binders, calculators, ink, and paper, chargers, staff development and uniforms such as jackets and t-shirts with the HOPE logo as previously budgeted. YR 1 Aug'24 to Jul '25 = \$600 mo x 12 mo= \$7,200 + \$600 adobe annual + 400 annual grammarly = \$8,200 YR 2 Aug'25 to May '26 = \$600 mo x 10 mo= \$6,000 + \$600 adobe annual + \$400 annual grammarly = \$7,000 Total Increase: \$8,200 + \$7,000=\$15,200
48		Total \$360,200 + \$231,377= \$591,577 General office supplies include Adobe subscriptions, grammarly, Printing HUB flyers, banners, and other marketing materials for the HUB, Office Supplies such as pens, paper, filing cabinet, binders, calculators, ink, and paper, chargers, staff development and uniforms such as jackets and t-shirts with the HOPE logo as previously budgeted. YR 1 Aug'24 to Jul '25 = \$600 mo x 12 mo = \$7,200 + \$600 adobe annual + 400 annual grammarly = \$8,200 YR 2 Aug'25 to May '26 = \$600 mo x 10 mo = \$6,000 + \$600 adobe annual + \$400 annual grammarly = \$7,000 Total Increase: \$8,200 + \$7,000 = \$15,200 Total \$22,280 + \$15,200 = \$37,480 Rent for shared office space, utilities, board room, fax, and phone line to be in compliance with the Pathways Community HUB Institute model requirements. The current office is two rooms shared between 7 hybrid employees. YR 1 Aug '24 to Jul '25 = \$3,085 mo x 12 mo = \$ 37,020 (rent+ derrels qtr fees) YR 2 Aug' 25 to May '26 = \$3,102 mo x 10 mo = \$ 31,020 (rent + derrels qtr fees) Total Increase: \$37,020 + 31,020 = \$68,040
	937 32% 300 1,237	937,721 1,614,753 32% 300,070 516,722 1,237,791 2,131,475

HUB Staff Communications - Cell Phone Stipends, Internet, Mailchimp, Survey Monkey		18,026	26,386	Celiphone stipends are provided for employees who utilize personal cell phones while telecommuting. Mailchimp, Survey Monkey, and DocuSign are utilized to create marketing, assessments, and communication among partners to increase referrals to the PCH, and other communication costs. YR 1 Aug'24 to Jul '25 = \$380 mo x 12 mo = \$ 4,560 YR 2 Aug'25 to May '26 = \$380 mo x 10 mo = \$3,800 Total Increase: \$4,560 x \$3,800 = \$8,360 Total \$18,026 + \$8,360 = \$26,386
Meetings - Zoom subscription, Equipment - Conference Camera for hybrid meetings, materials, training materials, printing, training venues.		8,000	10,220	Expenses will include monthly and annual zoom fees, meeting materials, meeting refreshments, and community resident stipends for evaluation, and other meeting costs which are essential to PCH operations. Additional zoom licenses are needed for HUB liaisons to schedule virtual meetings. YR 1 Aug= \$10 mo x 12 mo + \$1,000 annual zoom=\$1,120 YR 2 Aug '25 to May '26 = \$10 mo x 10 mo + \$1,000 annual zoom = \$1,100 Total Increase: \$1,120 + \$1, 100 = \$2,220 \$8,000 + \$2,220 = \$10,220
HUB Staff Travel* (mileage reimbursement for local travel @.625/mile @ \$333.33/mo x 15 mo/ 12 mo/27 mo)		15,039	23,839	Travel funds are requested for staff to attend various meetings, on-site quality improvement visits with CBOs, vaccine sites, parking expenses, and education events with community partners utilizing the current IRS mileage rates. HUB staff who visit CBOs, trainings, clinic support, and delivery of flyers and other marketing materials. YR 1 Aug' 24 to Jul' 25 = \$400 mo x 12 mo = \$4,800 YR 2 Aug' 25 to May '26 = \$400 mo x 10 mo = \$4,000 Total Increase: \$4,800 + \$4,000 = \$8,800 Total \$15,039 + \$8,800 = \$23,839
IT /Reflective Practice Support for 25 CHWs and HUB Staff		10,715	10,715	
Total Operating		506,920	840,917	
Direct Costs	-	1,744,711	2,972,392	
Indirect Costs @ Total Direct and Indirect		1,744,711	0 2,972,392	
Other Costs (not included in indirect)		1,744,711	2,972,392	
Subcontracts		7,108,267	8,711,980	Subcontractors are monitored monthly for compliance with the agency's approved budget and the scope of work. Technical assistance is available to all CBO staff and Executive Directors for programmatic and fiscal support. Monthly meetings are hosted with Executive Directors, and any changes are communicated through meetings, emails, and documented in the HOPE filling Guidance. The HOPE team completes a benchmark valuation for each CBO's year-to-date spending and programmatic activities. Each CBO leadership team will have a 1:1 meeting with the HOPE Fiscal and Contract Manager, Care Coordination Manager, assigned Liaison, and Program Director to discuss challenges, successes, and lessons learned and strategize together to maximize productivity. A detailed action plan will be required by all CBOs on how they plan to use carryover funds. HOPE will offer best practice guidance as applicable. Depending on progress, HOPE will continue establishing community relationships and award the funds allocations to qualifying community partners. There is potential to create new contracts with existing CBOs and/or award new contracts through the RPP process. All contract amendments or new contracts will be sent to FMM, FCHIP Executive Committee, and DPH for approval. There are challenges to projecting the committed subcontracts. Efforts are in place to transition all CBOs into 100% OBU beginning August '24. The OBU monthly amounts are not always consistent which results in challenges to projections. Ongoing monthly monitoring activities will be conducted to ensure CBO progress. YR 1 + YR 2 Projected Carryover=\$1,286,010 Total Projected YR 1 + YR 2 = \$1,598,713 = \$8,706,980 Total Projected YR 1 + YR 2 = \$1,598,713 = \$8,706,980 Total Projected Per CBO Feb'22 to May '26: EOC @ 4.5% = \$349,969 FIRM @ 8.7% = \$763,630 BWPC @ 3.3% = \$440,003 Cultiva la Salud @ 22% = \$1,340,003 Cultiva la Salud @ 22% = \$1,340,003 Cultiva la Salud @ 22% = \$1,340,003 Cultiva la Salud @ 23% = \$1,343,023 The Fresno Center of Bilind @ 5.3% = \$464
Consultants (Legal Counsel, Supplemental Training, Bilingual Trainer, Community Resident Stipends, and other consultant as needed)		71,280		Consultants needed for legal counsel for Business Associate Agreements and CBO correspondence around PHI, supplemental training for CBOs to fulfill activity 1.6, PCHI fees, Marketing and communication support, specialized data reports, Train-the-trainer fees, and other consultant needs. YR 1 Aug' 24 to Jul '25=\$ 2,396 mo x 12 mo = \$ 28,749 YR 2 Aug' 25 to May '26=\$2,875 mo x 10 mo=\$28,750 Total Increase: \$28,749+\$28,750=\$57,499 + carryover from other consultant lines \$35,960 = \$93,459

Grand Total	_		12,496,868.80	
Other Costs Subtotal		7,868,265	9.524.477	
Consultant- translation services		12,377	7,377	Translation services are needed for subawards. Carryover is allocated to the subcontracts line.
Consultant- data tracking and reporting		26,668	26,668	
Marketing and Outreach Services - build a website, logo, and branding for Fresno HOPE PCH. Outreach and marketing support to increase brand awareness		52,550		The consultant lines Marketing and HUB Tech Assistance are being consolidated with the Consultants (legal counsel, supplemental training line). This line is being decreased and the carryover moved to the line, Consultants (legal counsel, supplemental training, ect.)
Consultant - HUB Technical Assistance Contractor - Pathways Community HUB Institute and Certification Fees		50,000	40,000	The consultant lines Marketing and HUB Tech Assistance are being consolidated with the Consultants (legal counsel, supplemental training line). This line is being decreased and the carryover moved to the line, Consultants (legal counsel, supplemental training, ect.)
Isolation Quarantine Support (IQS)		547,123	546,163	The IQS total was not needed as originally budgeted. The cost savings/carryover were moved to the consultant (legal counsel, supplemental training, ect.)



Public Health Service

Centers for Disease Control and Prevention (CDC) Atlanta GA 30333

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

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

HHS Grants Policy Statement

https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

Federal Funding Accountability and Transparency Act (FFATA)

https://www.fsrs.gov/

Trafficking In Persons: Consistent with 2 CFR 175, 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.law.cornell.edu/cfr/text/2/part-175

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/additional-requirements/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/additional-requirements/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 of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at https://www.cdc.gov/grants/additional-requirements/ar-12.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.

Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

- 1. Procure or obtain,
- 2. Extend or renew a contract to procure or obtain; or
- 3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements.

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 in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

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/additional-requirements/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

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), RMICU.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 the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at RMICU.Audit.Resolution@cdc.gov. 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 (FAPIIS): 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)).

1. General Reporting Requirement

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 2 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.

2. 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 5 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 5 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 2.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.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 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.

4. 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.

5. 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 nolocontendere.
- 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

You must administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html. and https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html.

 You must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take

- reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see https://www.lep.gov/.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated antidiscrimination laws, see https://www.hhs.gov/conscience/religious-freedom/index.html.

Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:

- (a) This award may be terminated in whole or in part:
- (1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the HHS awarding agency or pass-through entity for cause;
- (3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

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/spending-on-food/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: https://www.cdc.gov/grants/already-have-grant/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, business official, financial director, 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.

Acknowledgment of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

- 1. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,
- 2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources: This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement <u>IS</u> partially funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by CDC/HHS and \$XX amount and XX percentage funded by non- government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

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.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf.

Whistleblower Protections: As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: https://oig.hhs.gov/fraud/whistleblower/.

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 online at https://tips.oig.hhs.gov/ or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: https://oig.hhs.gov/fraud/report-fraud/.

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. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. 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 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 through recipient online accounts in the Payment Management System. The final FFR will

consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf.

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.