

**AGREEMENT**

THIS AGREEMENT is made and entered into this 6th day of August, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Valley Health Team, Inc., a California corporation, whose address is 21890 S. Colorado Avenue, San Joaquin, CA 93660, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Public Health (Department), received grant funds from the Centers for Disease Control and Prevention (CDC) to improve prevention and management of heart disease and stroke through clinic-based strategies and community clinical linkages; and

WHEREAS, COUNTY, through its Department, is in need of a federally qualified health clinic to implement Fresno County's Collaborating for Wellness strategies; and

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

WHEREAS, CONTRACTOR, a federally qualified health clinic, is qualified and is 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 hereto agree as follows:

**1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in the Clinic Subcontractor Scope of Work, Exhibit A, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall work to maintain an open and cooperative relationship with the Department's Collaborating for Wellness program staff, community partners, and the program evaluator, Central Valley Health Policy Institute.

C. CONTRACTOR shall prepare a semi-annual and year-end report with documentation of deliverables to aid Fresno County in preparation of CDC reports.

1           **2.     TERM**

2           The term of this Agreement shall be effective upon execution through and including  
3     September 29, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12)  
4     month periods upon written approval of both parties no later than thirty (30) days prior to the first day of  
5     the next twelve (12) month extension period. The Director of the Department of Public Health or his or  
6     her designee is authorized to execute such written approval on behalf of COUNTY based on  
7     CONTRACTOR'S satisfactory performance, and federal funding availability.

8           **3.     TERMINATION**

9           A.     Non-Allocation of Funds - The terms of this Agreement, and the services to be  
10     provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
11     Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
12     terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for  
13     these services is provided by the US Department of Health and Human Services, Centers for Disease  
14     Control and Prevention – Innovative State and Local Public Health Strategies to Prevent and Manage  
15     Diabetes and Heart Disease and Stroke Program (Catalog of Federal Domestic Assistance Number  
16     93.435).

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

- 19                     1)     An illegal or improper use of funds;  
20                     2)     A failure to comply with any term of this Agreement;  
21                     3)     A substantially incorrect or incomplete report submitted to the COUNTY;  
22                     4)     Improperly performed service.

23           In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
24     breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither  
25     shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or  
26     default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the  
27     COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of  
28     the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR

1 shall promptly refund any such funds upon demand.

2 C. Without Cause - Under circumstances other than those set forth above, this  
3 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
4 intention to terminate to CONTRACTOR.

5 **4. COMPENSATION**

6 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
7 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this  
8 reference. In no event shall actual services performed under this Agreement for the period beginning upon  
9 execution of this Agreement through and including September 29, 2019 be in excess of One Hundred  
10 Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars and 95/100 (\$199,999.95). In no event shall  
11 actual services performed under this Agreement exceed Two Hundred Ninety-Nine Thousand Nine  
12 Hundred Ninety-Nine Dollars and 27/100 (\$299,999.27) during each of the following periods: September  
13 30, 2019 through September 29, 2020 and September 30, 2020 through September 29, 2021. In no event  
14 shall services performed under this Agreement be in excess of Two Hundred Ninety-Nine Thousand Nine  
15 Hundred Ninety-Nine Dollars and 27/100 (\$299,999.27) during each of the two (2) possible one (1) year  
16 extensions. It is understood that all expenses incidental to CONTRACTOR'S performance of services  
17 under this Agreement shall be borne by CONTRACTOR.

18 A. Payments by COUNTY shall be in arrears, for services provided during the  
19 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by  
20 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision of this  
21 Agreement, COUNTY shall be relieved of its obligation for further compensation.

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

25 C. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
26 compensation based upon actual expenditures incurred by CONTRACTOR for monthly program costs in  
27 accordance with the budget identified in Exhibit B.

28 D. CONTRACTOR shall be held financially liable for any and all future

1 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit  
2 process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to  
3 COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR.

4 **5. INVOICING**

5 CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30<sup>th</sup>) day of each month  
6 for the prior month's expenditures, addressed to the County of Fresno, Department of Public Health,  
7 Office of Health Policy and Wellness - 1817, P.O. Box 11867, Fresno, CA 93775-1800, Attention:  
8 OHPW-1817 Staff Analyst. Invoices shall detail line items as specified in Exhibit B, including original  
9 budget amount(s), current month's expenses, year-to-date expenses, and budget balances. In addition,  
10 invoices shall also include all relevant supporting documentation including but not limited to copies of  
11 original statements, program expense receipts, payroll records and mileage claims.

12 **6. INDEPENDENT CONTRACTOR**

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

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

24 Because of its status as an independent contractor, CONTRACTOR shall have absolutely  
25 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be  
26 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
27 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
28 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security

1 withholding and all other regulations governing such matters. It is acknowledged that during the term of this  
2 Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
3 Agreement.

4 **7. MODIFICATION**

5 Any matters of this Agreement may be modified from time to time by the written consent of  
6 all the parties without, in any way, affecting the remainder. Notwithstanding the above, changes to line  
7 items in the budget, attached hereto as Exhibit B, that do not exceed ten percent (10%) of the maximum  
8 compensation payable to the CONTRACTOR may be made with written approval of COUNTY's  
9 Department of Public Health Director or designee. Said budget line item changes shall not result in any  
10 change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

11 **8. NON-ASSIGNMENT**

12 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
13 under this Agreement without the prior written consent of the other party.

14 **9. HOLD HARMLESS**

15 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,  
16 defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including  
17 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in  
18 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or  
19 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and  
20 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who  
21 may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,  
22 agents, or employees under this Agreement.

23 **10. INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any  
25 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
26 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
27 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:  
28

1           A.     Commercial General Liability

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

9           B.     Automobile Liability

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

14          C.     Professional Liability

15                    If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
16                    M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less  
17                    than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars  
18                    (\$3,000,000.00) annual aggregate.

19          D.     Worker's Compensation

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

22          E.     Child Abuse/Molestation and Social Services Coverage

23                    CONTRACTOR shall have either separate policies or an umbrella policy with  
24                    endorsements covering Child Abuse/Molestation and Social Services Liability  
25                    coverage or have a specific endorsement on their General Commercial liability  
26                    policy covering Child Abuse/Molestation and Social Services Liability. The policy  
27                    limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence  
28                    with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be  
                      on a per occurrence basis.

Additional Requirements Relating to Insurance

                  CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without

1 a minimum of thirty (30) days advance written notice given to COUNTY.

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

7 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
8 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
9 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
10 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
11 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
12 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
13 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents and employees any  
14 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such  
15 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
16 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
17 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
18 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
19 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
20 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
21 given to COUNTY.

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

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

28 **11. AUDITS AND INSPECTIONS**

1 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
2 may deem necessary, make available to the COUNTY for examination all of its records and data with  
3 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the  
4 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
5 CONTRACTOR'S compliance with the terms of this Agreement.

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

9 **12. CONFIDENTIALITY**

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

13 **13. NON-DISCRIMINATION**

14 During the performance of this Agreement, CONTRACTOR shall not unlawfully  
15 discriminate against any employee or applicant for employment, or recipient of services, because of race,  
16 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
17 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation,  
18 military status or veteran status pursuant to all applicable State of California and Federal statutes and  
19 regulation.

20 **14. DATA SECURITY**

21 For the purpose of preventing the potential loss, misappropriation or inadvertent access,  
22 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of  
23 COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a  
24 contractual relationship with the COUNTY for the purpose of providing services under this Agreement must  
25 employ adequate data security measures to protect the confidential information provided to  
26 CONTRACTOR by the COUNTY, including but not limited to the following:

27 A. **CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices**



1 CONTRACTOR may not connect to COUNTY networks via personally-  
2 owned mobile, wireless or handheld devices, unless the following conditions are met:

- 3 1) CONTRACTOR has received authorization by COUNTY for telecommuting  
4 purposes;
- 5 2) Current virus protection software is in place;
- 6 3) Mobile device has the remote wipe feature enabled; and
- 7 4) A secure connection is used.

8 B. CONTRACTOR-Owned Computers or Computer Peripherals

9 CONTRACTOR may not bring CONTRACTOR-owned computers or computer  
10 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief Information  
11 Officer, and/or designee(s), including but not limited to mobile storage devices. If data is approved to be  
12 transferred, data must be stored on a secure server approved by the COUNTY and transferred by means of  
13 a Virtual Private Network (VPN) connection, or another type of secure connection. Said data must be  
14 encrypted.

15 C. COUNTY-Owned Computer Equipment

16 CONTRACTOR or anyone having an employment relationship with the COUNTY,  
17 may not use COUNTY computers or computer peripherals on non-COUNTY premises without prior  
18 authorization from the COUNTY's Chief Information Officer, and/or designee(s).

19 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive data on  
20 any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

21 E. CONTRACTOR shall be responsible to employ strict controls to ensure the integrity  
22 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
23 disclosure of data maintained in computer files, program documentation, data processing systems, data  
24 files and data processing equipment which stores or processes COUNTY data internally and externally.

25 F. Confidential client information transmitted to one party by the other by means of  
26 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT  
27 or higher. Additionally, a password or pass phrase must be utilized.

1 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,  
2 breaches or potential breaches of security related to COUNTY's confidential information, data maintained in  
3 computer files, program documentation, data processing systems, data files and data processing  
4 equipment which stores or processes COUNTY data internally or externally.

5 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
6 arising from a possible breach of security related to COUNTY's confidential client information provided to  
7 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
8 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
9 responsible for all costs incurred as a result of providing the required notification.

10 **15. LICENSES/CERTIFICATIONS**

11 CONTRACTOR shall throughout the term of this Agreement maintain all necessary  
12 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the  
13 services hereunder and required by the laws and regulations of the United States of America, State of  
14 California, Fresno County and any other applicable government agencies. CONTRACTOR shall notify  
15 COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals,  
16 certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto. In addition,  
17 CONTRACTOR shall comply with all other applicable laws, rules, or regulations, as any may now exist or  
18 be hereafter changed.

19 **16. PROPERTY OF COUNTY**

20 All purchases over Five Thousand and No/100 Dollars (\$5,000.00) and certain purchases  
21 under Five Thousand and No/100 Dollars (\$5,000.00) such as computers, printers, cameras and other  
22 sensitive items made during the life of this Agreement shall be identified as fixed assets with an assigned  
23 County of Fresno Accounting Inventory Number. These fixed assets shall be retained by the COUNTY, as  
24 COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.  
25 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
26 physically present when fixed assets are returned to COUNTY possession at the termination or expiration  
27 of this Agreement.

28 **17. RECORDS**

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

7 **18. REPORTS**

8 CONTRACTOR shall submit to COUNTY within ten (10) calendar days all program reports  
9 for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements, records, reports,  
10 data, and other information as COUNTY may request pertaining to matters covered by this Agreement. In  
11 the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall  
12 be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In  
13 addition, CONTRACTOR shall provide written notification and explanation to the COUNTY within five (5)  
14 days of any funds received from another source to conduct the same services covered by this Agreement.

15 **19. COMPLIANCE WITH FEDERAL REGULATIONS**

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

21 **20. PROHIBITION OF PUBLICITY**

22 None of the funds, materials, property or services provided directly or indirectly under this  
23 Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g., purchasing of  
24 tickets/tables, silent auction donations, media promotions) for the purpose of self-promotion.  
25 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be  
26 allowed as necessary to raise public awareness about the availability of such specific services when  
27 approved in advance in writing by COUNTY's OHPW Collaborating for Wellness Project Coordinator. Such  
28 items include but are not limited to written/printed materials, materials posted on the internet, or the use of

media (e.g., radio, television, billboards, newspapers), and any related expense. Documents prepared by CONTRACTOR using funding under this Agreement for external release shall undergo appropriate review and approval prior to release. Review may take up to thirty (30) business days. Materials, whether newly developed or reprinted, shall include an appropriate acknowledgement/funding statement.

## **21. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

### **COUNTY**

Director, County of Fresno  
Department of Public Health  
P.O. Box 11867  
Fresno, CA 93775

### **CONTRACTOR**

Soyla R. Griffin, CEO.  
Valley Health Team, Incorporated  
21890 S. Colorado Avenue  
San Joaquin, CA 93660

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

## **22. GOVERNING LAW**

Venue for any action arising out of or related to this Agreement shall only be in Fresno County, California.

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

3 **23. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

4 This provision is only applicable if the CONTRACTOR is operating as a corporation (a  
5 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes  
6 its status to operate as a corporation.

7 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
8 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
9 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
10 is a party and in which one or more of its directors has a material financial interest. Members of the  
11 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
12 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated  
13 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
14 transaction or immediately thereafter.

15 **24. SEVERABILITY**

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

18 **25. ENTIRE AGREEMENT**

19 This Agreement, including Exhibits A through D constitute the entire agreement between the  
20 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
21 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
22 understanding of any nature whatsoever unless expressly included in this Agreement.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **CONTRACTOR:**  
4 **Valley Health Team Inc.**

**COUNTY OF FRESNO:**

5  
6   
7 \_\_\_\_\_  
(Authorized Signature)

  
Nathan Magsig, Chairman, Board of Supervisors of  
the County of Fresno

8  
9  
10 Soyla R. Griffin, CEO  
11 \_\_\_\_\_  
Print Name & Title

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

12  
13   
14 \_\_\_\_\_  
(Authorized Signature)

By: Susan Bishop  
Deputy

15  
16  
17 Sharon Johnson, COO  
18 \_\_\_\_\_  
Print Name & Title

19  
20 21890 S. Colorado Avenue, San Joaquin CA 93660  
21 \_\_\_\_\_  
Mailing Address

22  
23  
24  
25  
26 **FOR ACCOUNTING USE ONLY:**  
27 **ORG No.:** 56201554  
**Account No.:** 7295  
28 **SMA**

## Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work

<b>Strategy #1</b>			
Clinic sub-contractor will identify patients with undiagnosed or uncontrolled hypertension for referrals to interventions.			
<b>Activity Description</b>	<b>Start Quarter</b>	<b>End Quarter</b>	<b>Deliverables</b>
<p>Activity 1.1</p> <p>Clinic sub-contractor will review their electronic health records (EHR) system to establish identification protocols and referral procedures for patients with undiagnosed or uncontrolled hypertension. Clinic will determine which best practices, improved algorithms, workflows, etc., could be implemented to better identify patients with undiagnosed hypertension. This may include working with a technical assistance (TA) provider/EHR consultant such as Intrepid Ascent.</p> <p>Implement new system at a minimum of 4 sites.</p>	Y1Q4	Y1Q4	<p>Submit to Fresno County Department of Public Health (FCDPH):</p> <ul style="list-style-type: none"><li>-Narrative summary of how clinic modified their EHR/protocols to improve identification of undiagnosed hypertensive, uncontrolled, or at-risk hypertensive patients.</li><li>-Screenshot of new/modified EHR fields.</li><li>-Updated clinical guidelines/criteria for managing hypertension.</li></ul>
<p>Activity 1.2</p> <p>Clinic sub-contractor staff will use new EHR tool to run reports on a regular basis and identify patients for interventions. Staff will track referrals and follow up using the EHR system or other patient tracking software.</p>	Y1Q4	Y2Q1	<p>Submit to FCDPH:</p> <ul style="list-style-type: none"><li>-Sample report of patients (de-identified) selected for intervention(s).</li></ul>

## Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work

<b>Strategy #2</b>  Clinic sub-contractor will engage non-physician team members (e.g., nurses, nurse practitioners, pharmacists, nutritionists, physical therapists, social workers) in hypertension and cholesterol management in clinical settings.			
<b>Activity Description</b>	<b>Start Quarter</b>	<b>End Quarter</b>	<b>Deliverables</b>
<b>Activity 2.1</b>  Clinic sub-contractor will identify or recruit non-physician team member(s) to engage patients in hypertension and cholesterol management through the Rx for Health program. Non-physician team members may include health educators, medical assistants, patient navigators, clinical coordinators, community health workers, dieticians, etc.	Y1Q4	Y5Q4	Submit to FCDPH:  -List of staff and titles who will work on the Rx for Health program.
<b>Activity 2.2</b>  Rx for Health non-physician team members will attend training to improve patient engagement skills. Training may include Health Coach Training and/or motivational interview training.	Y1Q4	Y5Q3	Submit to FCDPH:  -List of staff that attended trainings including dates/times.  - Certificates from trainings attended by non-physician team members to improve engagement with patients.



## Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work

<b>Strategy #3</b>			
Clinic sub-contractor will implement the Rx for Health Program at selected sites.			
<b>Activity Description</b>	<b>Start Quarter</b>	<b>End Quarter</b>	<b>Deliverables</b>
<p>Activity 3.1</p> <p>Clinic sub-contractor will become familiar with Rx for Health Program community interventions. This may include the following resources:</p> <ul style="list-style-type: none"><li>• Chronic Disease Self-Management Program (CDSMP)</li><li>• DASH Diet (Dietary Approaches to Stop Hypertension)</li><li>• Medication Therapy Management (MTM)</li><li>• Cooking Matters</li><li>• Smoking Cessation through 1-800-No-Butts</li><li>• Cardiac Rehabilitation</li><li>• United Way 211</li><li>• Check.Change.Control</li><li>• DPP</li><li>• Other</li></ul> <p>Partner organizations will arrange information sessions with clinic staff, including providers, so they are comfortable with all community referrals.</p>	Y1Q4	Y4Q3	<p>Submit to FCDPH:</p> <p>-List of dates/times that community organizations provided information to clinic staff, including providers.</p> <p>-List of staff that attended informational sessions from partner organizations.</p> <p>-List of any programs that patients were referred to which are not listed.</p>

## Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work

<p>Activity 3.2</p> <p>Clinic sub-contractor will work with the following community organizations that are providing the interventions, to accommodate patients when possible and necessary:</p> <ul style="list-style-type: none"><li>-CDSMP – clinic staff will help to coordinate space to hold the classes. Clinic will also provide staff to participate in at least one class to demonstrate blood pressure self-management.</li><li>-Cooking Matters – clinic staff will help coordinate cooking classes and will participate in at least one class to demonstrate blood pressure self-management.</li><li>-1-800-No-Butts – clinic staff will need to register to receive an identification number so that staff can follow up to see how many patients followed through with the referral.</li><li>-MTM – clinical staff (MA's, Clinical coordinator, LVH/RN) will work with patients and assist them with their medication regiments. Pharmacist shall be included to help manage this coordination.</li><li>-Cardiac rehabilitation – clinic staff will develop referral methods to cardiac rehabilitation programs and will follow up to determine health improvements.</li></ul>	Y1Q4	Y4Q3	<p>Submit to FCDPH;</p> <ul style="list-style-type: none"><li>-Narrative description of how clinic staff are working with community partners to facilitate successful interventions.</li><li>-Copies of any meeting agendas with community agencies, if any.</li><li>-Copies of any agreements/MOU's with community agencies, if any.</li></ul>
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## Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work

<p>-United Way 211 – clinic staff will work to develop referral methods to United Way 211 for non-medical related supportive services.</p> <p>-Check.Change.Control - clinic staff will help coordinate with the local American Heart Association patient education sessions that teaches patients how to self-measure their blood pressure.</p>			
<p>Activity 3.3</p> <p>Clinic sub-contractor staff will determine when a patient is eligible for the Rx for Health program and monitor/report the overall progress.</p>	Y1Q4	Y5Q4	<p>-Narrative summary of how referrals will be made; by whom; how they will be tracked; and how they will follow up.</p>
<p>Activity 3.4</p> <p>Clinic sub-contractor will submit quarterly reports to determine effectiveness of program.</p>	Y1Q4	Y5Q4	<p>Submit to FCDPH:</p> <p>-Monthly reports of patients (de-identified) participating in the Rx for Health program that list their pertinent information, such as gender, age, ethnicity, BP readings, etc.</p>

## Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work

<b>Strategy #4</b>  Ongoing activities.			
Activity Description	Start Quarter	End Quarter	Deliverables
<b>Activity 4.1</b>  Clinic sub-contractor will participate in national and state meetings, webinars, and conferences as appropriate to increase local knowledge and capacity on Rx for Health or similar programs to increase knowledge and capacity.	Y1Q4	Y5Q4	Submit to FCDPH:  -List of events attended, including dates.  -Copy of agenda from each event attended.
<b>Activity 4.2</b>  Clinic sub-contractor will work with program evaluator to identify agreed upon pertinent performance measures.	Y1Q4	Y5Q4	Submit to FCDPH:  -Copies of completed tools, reports, and data collected for the program evaluator.
<b>Activity 4.3</b>  Clinic sub-contractor staff will attend monthly program meetings to share progress of program activities with local health department and program evaluator.	Y1Q4	Y5Q4	Submit to FCDPH:  -List of monthly meetings attended including meeting agendas.

**Exhibit A - Collaborating For Wellness Clinic Subcontractor Scope of Work**

Activity 4.4  Clinic sub-contractor staff may attend virtual meetings/calls organized by the Centers for Disease Control and Prevention (CDC) when pertinent to clinic activities.	Y1Q4	Y5Q4	Submit to FCDPH:  -List of meetings attended with dates.
Activity 4.5  Clinic sub-contractor staff will become a Healthy Hearts CA Member and attend quarterly Healthy Hearts CA calls.	Y1Q4	Y5Q4	Submit to FCDPH:  -Copies of agendas with dates.
Activity 4.6  Clinic sub-contractor staff will assist in identifying appropriate spaces for patients and community to use for Rx for Health classes/interventions.	Y1Q4	Y5Q4	Submit to FCDPH:  -List of classes with locations.
Activity 4.7  Clinic sub-contractor staff may attain BP Recognition Program through the American Heart Association & American Medical Association.	Y1Q4	Y5Q4	Submit to FCDPH:  -Copy of certificate showing BP Recognition status.

**Collaborating for Wellness Program  
Valley HealthTeam, Inc.  
August 6, 2019 - September 29, 2019**

**Exhibit B**

Budget Categories - Line Item Description (Must be itemized)		2 sites				4 sites
PERSONNEL SALARIES:		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Sal & Ben
0001	Health Educator (June-Sep)-To be Hired	\$ 13,970.68	67%	20%	\$ 2,794.14	\$ 33,529.63
0002	Health Educator (June-Sep)-To be Hired	\$ 13,970.68	33%	20%	\$ 2,794.14	\$ 33,529.63
0003	Director of Health Education/Programs	\$ 7,500.00	10%	20%	\$ 1,500	\$ 18,000.00
0004	Health Educator (June-Sep)-Romero, M	\$ 13,971.00	33%	20%	\$ 2,794.20	\$ 33,530.40
0005	Health Educator (June-Sep)-Gutierrez, I	\$ 13,971.00	33%	20%	\$ 2,794.20	\$ 33,530.40
	Sub-Total	\$ 63,383	1.8		\$ 12,677	
<b>SALARIES TOTAL</b>					<b>\$ 76,060.00</b>	<b>\$ 152,120.00</b>
FACILITIES/EQUIPMENT EXPENSES:						
	1010 Rent/Lease Building				0	
	1011 Rent/Lease Equipment				0	
	1012 Utilities				0	
	1013 Building Maintenance				0	
	1014 Equipment Purchase			\$ 3,000.00	\$ 3,000.00	6,000
<b>FACILITY/EQUIPMENT TOTAL</b>						<b>\$ 6,000.00</b>
OPERATING EXPENSES:						
	1060 Telephone			\$ 600.00	\$ 600.00	\$ 1,200.00
	1062 Postage			\$ 200.00	\$ 200.00	\$ 400.00
	1063 Printing/Reproduction			\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
	1066 Office Supplies & Equipment			\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
	1071 Transportation of Clients				\$ -	\$ -
	1072 Staff Mileage/Vehicle Maintenance			\$ 1,796.50	\$ 1,796.50	\$ 3,593.00
	1074 Staff Training/Registration			\$ 1,600.00	\$ 1,600.00	\$ 3,200.00
	1076 Other - (Identify)				\$ -	
	1077 Other - (Identify)				\$ -	
<b>OPERATING EXPENSES TOTAL</b>						<b>\$ 14,793.00</b>
FINANCIAL SERVICES EXPENSES:						
	1081 External Audit			\$ 250.00	\$ 250.00	500
	1082 Liability Insurance			\$ 250.00	\$ 250.00	500
<b>FINANCIAL SERVICES TOTAL</b>						<b>\$ 1,000.00</b>
SPECIAL EXPENSES (Consultant/Etc.):						
	1090 Consultant (Network & Data Management)				0	
	1091 Translation Services				0	
<b>SPECIAL EXPENSES TOTAL</b>					0	
FIXED ASSETS:						
	1190 Computers & Software				0	
	1191 Furniture & Fixtures				0	
	1192 Other - (Identify)				0	
<b>FIXED ASSETS TOTAL</b>					0	
<b>TOTAL DIRECT COSTS</b>						<b>\$ 173,913.00</b>
<b>INDIRECT COSTS</b> <sup>3</sup> Not to exceed 15% of total direct costs.						
						<b>\$ 26,086.95</b>
<b>TOTAL PROGRAM EXPENSES YEAR 1</b> <sup>4</sup>						<b>\$ 199,999.95</b>

Budget Categories -						
Line Item Description (Must be itemized)		2 sites				4 Sites
PERSONNEL SALARIES:		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Sal & Ben
0001	Health Educator	\$ 43,169	1%	20%	\$ 8,633.87	\$ 103,606.46
0002	Health Educator	\$ 43,169	1%	20%	\$ 8,633.87	\$ 103,606.46
0003	Director of Health Education/Programs	\$ 7,725	10%	20%	\$ 1,545.00	\$ 18,540.00
0004	Title	\$ -			\$ -	
0005	Title	\$ -			\$ -	
	Sub-Total	\$ 94,064	0.1		\$ 18,812.74	
<b>SALARIES TOTAL</b>					<b>\$ 112,876.46</b>	<b>\$ 225,752.93</b>
FACILITIES/EQUIPMENT EXPENSES:						
1010	Rent/Lease Building				0	
1011	Rent/Lease Equipment				0	
1012	Utilities				0	
1013	Building Maintenance				0	
1014	Equipment Purchase			3,000	3,000	\$ 6,000.00
<b>FACILITY/EQUIPMENT TOTAL</b>					<b>\$</b>	<b>6,000</b>
OPERATING EXPENSES:						
1060	Telephone			650	650	\$ 1,300.00
1062	Postage			500	500	\$ 1,000.00
1063	Printing/Reproduction			2,100	2,100	\$ 4,200.00
1066	Office Supplies & Equipment			1,260	1,260	\$ 2,520.00
1071	Transportation of Clients				0	\$ -
1072	Staff Mileage/Vehicle Maintenance			7,948	7,948	\$ 15,896.00
1074	Staff Training/Registration			1,600	1,600	\$ 3,200.00
1076	Other - (Identify)				0	\$ -
1077	Other - (Identify)				0	\$ -
<b>OPERATING EXPENSES TOTAL</b>					<b>\$</b>	<b>28,116</b>
FINANCIAL SERVICES EXPENSES:						
1081	External Audit			250	250	\$ 500.00
1082	Liability Insurance			250	250	\$ 500.00
<b>FINANCIAL SERVICES TOTAL</b>					<b>\$</b>	<b>1,000</b>
SPECIAL EXPENSES (Consultant/Etc.):						
1090	Consultant (Network & Data Management)				0	
1091	Translation Services				0	
<b>SPECIAL EXPENSES TOTAL</b>					<b>0</b>	
FIXED ASSETS:						
1190	Computers & Software				0	
1191	Furniture & Fixtures				0	
1192	Other - (Identify)				0	
<b>FIXED ASSETS TOTAL</b>					<b>0</b>	
<b>TOTAL DIRECT COSTS</b>					<b>\$</b>	<b>260,868.93</b>
<b>INDIRECT COSTS</b> <sup>3</sup> Not to exceed 15% of total direct costs.					<b>\$</b>	<b>39,130.34</b>
<b>TOTAL PROGRAM EXPENSES YEAR 2</b> <sup>4</sup>					<b>\$</b>	<b>299,999.27</b>

**Collaborating for Wellness Program  
Valley HealthTeam, Inc.  
September 30, 2020 - September 29, 2021**

**Exhibit B**

Budget Categories - Line Item Description (Must be itemized)						4 Sites
PERSONNEL SALARIES:		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Sal & Ben
0001	Health Educator	\$ 43,169	1%	20%	\$ 8,633.87	\$ 103,606.46
0002	Health Educator	\$ 43,169	1%	20%	\$ 8,633.87	\$ 103,606.46
0003	Director of Health Education/Programs	\$ 7,725	10%	20%	\$ 1,545.00	\$ 18,540.00
0004	Title	\$ -			\$ -	
0005	Title	\$ -			\$ -	
	Sub-Total	\$ 94,064	0.1		\$ 18,812.74	
<b>SALARIES TOTAL</b>					<b>\$ 112,876.46</b>	<b>\$ 225,752.93</b>
FACILITIES/EQUIPMENT EXPENSES:						
	1010 Rent/Lease Building				0	
	1011 Rent/Lease Equipment				0	
	1012 Utilities				0	
	1013 Building Maintenance				0	
	1014 Equipment Purchase			3,000	3,000	\$ 6,000.00
<b>FACILITY/EQUIPMENT TOTAL</b>						<b>\$ 6,000.00</b>
OPERATING EXPENSES:						
	1060 Telephone			650	650	\$ 1,300.00
	1062 Postage			500	500	\$ 1,000.00
	1063 Printing/Reproduction			2,100	2,100	\$ 4,200.00
	1066 Office Supplies & Equipment			1,260	1,260	\$ 2,520.00
	1071 Transportation of Clients				0	\$ -
	1072 Staff Mileage/Vehicle Maintenance			7,948	7,948	\$ 15,896.00
	1074 Staff Training/Registration			1,600	1,600	\$ 3,200.00
	1076 Other - (Identify)				0	\$ -
	1077 Other - (Identify)				0	\$ -
<b>OPERATING EXPENSES TOTAL</b>						<b>\$ 28,116.00</b>
FINANCIAL SERVICES EXPENSES:						
	1081 External Audit			250	250	\$ 500.00
	1082 Liability Insurance			250	250	\$ 500.00
<b>FINANCIAL SERVICES TOTAL</b>						<b>\$ 1,000.00</b>
SPECIAL EXPENSES (Consultant/Etc.):						
	1090 Consultant (Network & Data Management)				0	
	1091 Translation Services				0	
<b>SPECIAL EXPENSES TOTAL</b>					0	
FIXED ASSETS:						
	1190 Computers & Software				0	
	1191 Furniture & Fixtures				0	
	1192 Other - (Identify)				0	
<b>FIXED ASSETS TOTAL</b>					0	
<b>TOTAL DIRECT COSTS</b>						<b>\$ 260,868.93</b>
<b>INDIRECT COSTS</b> <sup>3</sup> Not to exceed 15% of total direct costs.						
						<b>\$ 39,130.34</b>
<b>TOTAL PROGRAM EXPENSES YEAR 3</b> <sup>4</sup>						<b>\$ 299,999.27</b>



**Collaborating for Wellness Program**  
**Valley HealthTeam, Inc.**  
**September 30, 2021 - September 29, 2022**

**Exhibit B**

Budget Categories - Line Item Description (Must be itemized)						4 Sites
PERSONNEL SALARIES:		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Sal & Ben
0001	Health Educator	\$ 43,169	1%	20%	\$ 8,633.87	\$ 103,606.46
0002	Health Educator	\$ 43,169	1%	20%	\$ 8,633.87	\$ 103,606.46
0003	Director of Health Education/Programs	\$ 7,725	10%	20%	\$ 1,545.00	\$ 18,540.00
0004	Title	\$ -			\$ -	
0005	Title	\$ -			\$ -	
	Sub-Total	\$ 94,064	0.1		\$ 18,812.74	\$ 225,752.93
<b>SALARIES TOTAL</b>					<b>\$ 112,876.46</b>	<b>\$ 225,752.93</b>
FACILITIES/EQUIPMENT EXPENSES:						
	1010 Rent/Lease Building				0	
	1011 Rent/Lease Equipment				0	
	1012 Utilities				0	
	1013 Building Maintenance				0	
	1014 Equipment Purchase			3,000	3,000	\$ 6,000.00
<b>FACILITY/EQUIPMENT TOTAL</b>						<b>\$ 6,000.00</b>
OPERATING EXPENSES:						
	1060 Telephone			650	650	\$ 1,300.00
	1062 Postage			500	500	\$ 1,000.00
	1063 Printing/Reproduction			2,100	2,100	\$ 4,200.00
	1066 Office Supplies & Equipment			1,260	1,260	\$ 2,520.00
	1071 Transportation of Clients				0	\$ -
	1072 Staff Mileage/Vehicle Maintenance			7,948	7,948	\$ 15,896.00
	1074 Staff Training/Registration			1,600	1,600	\$ 3,200.00
	1076 Other - (Identify)				0	\$ -
	1077 Other - (Identify)				0	\$ -
<b>OPERATING EXPENSES TOTAL</b>						<b>\$ 28,116.00</b>
FINANCIAL SERVICES EXPENSES:						
	1081 External Audit			250	250	\$ 500.00
	1082 Liability Insurance			250	250	\$ 500.00
<b>FINANCIAL SERVICES TOTAL</b>						<b>\$ 1,000.00</b>
SPECIAL EXPENSES (Consultant/Etc.):						
	1090 Consultant (Network & Data Management)				0	
	1091 Translation Services				0	
<b>SPECIAL EXPENSES TOTAL</b>					0	
FIXED ASSETS:						
	1190 Computers & Software				0	
	1191 Furniture & Fixtures				0	
	1192 Other - (Identify)				0	
<b>FIXED ASSETS TOTAL</b>					0	
<b>TOTAL DIRECT COSTS</b>						<b>\$ 260,868.93</b>
<b>INDIRECT COSTS</b> <sup>3</sup> Not to exceed 15% of total direct costs.						
						<b>\$ 39,130.34</b>
<b>TOTAL PROGRAM EXPENSES</b>						<b>\$ 299,999.27</b>

**Collaborating for Wellness Program**  
**Valley HealthTeam, Inc.**  
**September 30, 2022 - September 29, 2023**

**Exhibit B**

Budget Categories - Line Item Description (Must be itemized)						4 Sites
PERSONNEL SALARIES:		Annual Salary	% FTE <sup>1</sup>	Benefit Rate <sup>2</sup>	Benefit Cost	Sal & Ben
0001	Health Educator	\$ 43,169.36	1%	20%	\$ 8,633.87	\$ 103,606.46
0002	Health Educator	\$ 43,169.36	1%	20%	\$ 8,633.87	\$ 103,606.46
0003	Director of Health Education/Programs	\$ 7,725.00	10%	20%	\$ 1,545.00	\$ 18,540.00
0004	Title	\$ -			\$ -	
0005	Title	\$ -			\$ -	
	Sub-Total	\$ 94,063.72	0.1		\$ 18,812.74	\$ 225,752.93
<b>SALARIES TOTAL</b>					<b>\$ 112,876.46</b>	<b>\$ 225,752.93</b>
FACILITIES/EQUIPMENT EXPENSES:						
	1010 Rent/Lease Building				\$ -	
	1011 Rent/Lease Equipment				\$ -	
	1012 Utilities				\$ -	
	1013 Building Maintenance				\$ -	
	1014 Equipment Purchase			\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
<b>FACILITY/EQUIPMENT TOTAL</b>						<b>\$ 6,000.00</b>
OPERATING EXPENSES:						
	1060 Telephone			\$ 650.00	\$ 650.00	\$ 1,300.00
	1062 Postage			\$ 500.00	\$ 500.00	\$ 1,000.00
	1063 Printing/Reproduction			\$ 2,100.00	\$ 2,100.00	\$ 4,200.00
	1066 Office Supplies & Equipment			\$ 1,260.00	\$ 1,260.00	\$ 2,520.00
	1071 Transportation of Clients				\$ -	\$ -
	1072 Staff Mileage/Vehicle Maintenance			\$ 7,948.00	\$ 7,948.00	\$ 15,896.00
	1074 Staff Training/Registration			\$ 1,600.00	\$ 1,600.00	\$ 3,200.00
	1076 Other - (Identify)				\$ -	\$ -
	1077 Other - (Identify)				\$ -	\$ -
<b>OPERATING EXPENSES TOTAL</b>						<b>\$ 28,116.00</b>
FINANCIAL SERVICES EXPENSES:						
	1081 External Audit			\$ 250.00	\$ 250.00	\$ 500.00
	1082 Liability Insurance			\$ 250.00	\$ 250.00	\$ 500.00
<b>FINANCIAL SERVICES TOTAL</b>						<b>\$ 1,000.00</b>
SPECIAL EXPENSES (Consultant/Etc.):						
	1090 Consultant (Network & Data Management)				\$ -	
	1091 Translation Services				\$ -	
<b>SPECIAL EXPENSES TOTAL</b>					<b>\$ -</b>	
FIXED ASSETS:						
	1190 Computers & Software				\$ -	
	1191 Furniture & Fixtures				\$ -	
	1192 Other - (Identify)				\$ -	
<b>FIXED ASSETS TOTAL</b>					<b>\$ -</b>	
<b>TOTAL DIRECT COSTS</b>						<b>\$ 260,868.93</b>
<b>INDIRECT COSTS</b> <sup>3</sup> Not to exceed 15% of total direct costs.						
						<b>\$ 39,130.34</b>
<b>TOTAL PROGRAM EXPENSES</b>						<b>\$ 299,999.27</b>

# 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](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.fsrc.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 30<sup>th</sup> of the 5<sup>th</sup> fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

## 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](http://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](http://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 (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)).

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

**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](mailto: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](http://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](http://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).

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