

SUBAWARD AGREEMENT

Community Health Improvement Partners: Racial and Ethnic Approaches to Community Health

Prime Institution/Organization ("CHIP") Name: Community Health Improvement Partners Email Address: cmoder@sdchip.org	Subaward Institution/Organization ("SUBRECIPIENT") Name: City of Chula Vista Email Address: SKurz@chulavistaca.gov	
CHIP PI: Cheryl Moder	Subrecipient PI: Stacey Kurz	
Prime Award No.: 1 U58 DP005834	Sub-award No.: 5834-122-04	
Awarding Agency: Centers for Disease Control	CFDA No.: 93.738	
Subaward Period of Performance: 9/30/2016 – 9/29/2017	Amount Funded this Action: \$ \$30,007	Total funded to date: \$0

Project Title: Racial and Ethnic Approaches to Community Health

By signing below, Subrecipient accepts the terms and conditions and makes the certifications and assurances shown in:
Attachments A, B, C, D and E.

By an Authorized Official of CHIP: Name (printed) <u>Peter S. Mabrey</u> Title: <u>President and CEO</u> Date: _____	By an Authorized Official of SUBRECIPIENT: Name (printed) <u>Mary Casillas Salas</u> Title: <u>Mayor</u> Date: _____
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Attachment A

CHIP CONTRACT NUMBER 5834-122-04
 AGREEMENT WITH THE CITY OF CHULA VISTA FOR RACIAL AND ETHNIC
 APPROACHES TO COMMUNITY HEALTH (REACH) 2016 - 2017

FUNDING RESTRICTIONS AND LIMITATIONS

1. **Funding Opportunity Announcement (FOA) Restrictions:**
 - 1.1. Awardees may not use funds for research. Awardees may not use funds for clinical care.
 - 1.2. Awardees may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
 - 1.3. Generally, awardees may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
 - 1.4. Reimbursement of pre-award costs is not allowed.
 - 1.5. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - 1.5.1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
 - 1.5.2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
 - 1.5.3. See Additional Requirement CAR 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC awardees
2. **The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.**
3. **Cost Limitations as Stated in the Consolidated Appropriations Act, 2014**
 - 3.1. Cap on Salaries (Div. H, Title II, Sec. 203): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.
 - 3.2. 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.
 - 3.3. Gun Control Prohibition (Div. H, Title II, Sec. 217): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.
 - 3.4. Proper Use of Appropriations - Publicity and Propaganda (LOBBYING) FY2012 (Div. H, Title V, Sec. 503):
 - 3.5. 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive- legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication , radio, television, or video presentation designed to support or defeat the

enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- 3.6. 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - 3.7. 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.
 - 3.8. For additional information, see Additional Requirement 12 at http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm and Anti Lobbying Restrictions for CDC Grantees at http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf.
4. **Needle Exchange (Div. H, Title V, Sec. 522):**
 - 4.1. 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.
 5. **Restricts dealings with corporations with recent felonies (Div. E, Title VI, Sec. 623):**
 - 5.1. None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.
 6. **Restricts dealings with corporations with unpaid federal tax liability (Div. E, Title VI, Sec. 622, Div. H, Title V, Sec. 518):**
 - 6.1. None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the

awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

7. Blocking access to pornography (Div. H, Title V, Sec. 528):
 - 7.1. 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;
 - 7.2. Nothing in subsection (7.1) 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.

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

9. **Trafficking In Persons:** This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)). For the full text of the award terms and conditions, see, http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm.

10. **Cancel Year:** 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:
 - 10.1. Fiscal Year (FY) 2014 funds will expire September 30, 2019. All FY 2014 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2019. After this date, corrections or cash requests will not be permitted.

11. **Audit Requirement:**
 - 11.1. Domestic Organizations (***including US-based organizations implementing projects with foreign components***): An organization that expends \$500,000 or more in a fiscal year in

Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133.

- 11.2. 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:

11.2.1. Federal Audit Clearing House Internet Data Entry System Electronic Submission: [https://harvester.census.gov/facides/\(S\(4rzyyznfv025q20bfizszf2\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(4rzyyznfv025q20bfizszf2))/account/login.aspx). **AND** Procurement & Grants Office, Risk Management & Compliance Activity_ Electronic Copy to: PGO.Audit.Resolution@cdc.gov.

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

12. Audit requirements for Subrecipients:

- 12.1. The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements.
- 12.2. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement).
- 12.3. The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records.
- 12.4. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities.
- 12.5. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.
- 12.6. Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

13. Federal Funding Accountability and Transparency Act (FFATA):

- 13.1. FFATA applies to new awards that have been made and noncompeting continuations that were issued as new awards on or after October 1, 2010.
- 13.2. In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.
- 13.3. Pursuant to A-133 (see Section_.205(h) and Section_.205(i)), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.
- 13.4. 2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?SI0=62c0c614004c0ada23cb6552e0adcdc6&node=-2:1.1.1.1.4&rgn=div5#_top
- 13.5. FFATA: www.frs.gov.

14. Reporting of First-Tier Sub-awards

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

15. Reporting:

15.1. Report each obligating action of this award term to <http://www.fsr.gov>.

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

16. Total Compensation of Recipient Executives:

16.1. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

16.1.1. The total Federal funding authorized to date under this award is \$25,000 or more;

16.1.2. In the preceding fiscal year, you received-

16.1.2.1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and

16.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards) ; and

16.1.2.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at (<http://www.sec.gov/answers/excomp.htm>).

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

17. Total Compensation of Sub-recipient Executives:

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

17.1.1. In the sub-recipient's preceding fiscal year, the sub-recipient received-

17.1.1.1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and

17.1.1.2. \$25,000, 000 or more in annual gross revenues from Federal procurement

contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and

17.1.1.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

18. Definitions:

18.1. Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):

- 18.1.1. Governmental organization, which is a State, local government, or Indian tribe;
- 18.1.2. Foreign public entity;
- 18.1.3. Domestic or foreign non-profit organization ;
- 18.1.4. Domestic or foreign for-profit organization;
- 18.1.5. Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.

18.2. Executive means officers, managing partners, or any other employees in management positions.

18.3. Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see Sec. _210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.

18.4. Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.

18.5. Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):

- 18.5.1. Salary and bonus.
- 18.5.2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised.2004) (FAS 123R), Shared Based Payments.
- 18.5.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- 18.5.4. Change in pension value.

18.5.4.1. This is the change in present value of defined benefit and actuarial pension plans.

18.5.4.1.1. Above-market earnings on deferred compensation which is not tax-qualified.

18.5.4.1.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

19. GENERAL REQUIREMENTS

19.1. Travel Cost:

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

19.2. Food and Meals:

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

19.3. Publications:

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

19.3.1.1. *This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, DP005834, 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.*

19.4. Acknowledgment Of Federal Support:

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

19.4.1.1. Percentage of the total costs of the program or project which will be financed with Federal money

19.4.1.2. Dollar amount of Federal funds for the project or program, and

19.4.1.3. Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

20. Copyright Interests Provision:

- 20.1. 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.
- 20.2. The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.
- 21. Disclaimer for Conference/Meeting/Seminar Materials:**
- 21.1. Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:
- 21.1.1. *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.*
- 22. Logo Use for Conference and Other Materials:**
- 22.1. Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA) . Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project

Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

23. Equipment and Products:

- 23.1. To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.
- 23.2. The grantee may use its own property management standards and procedures, provided it observes provisions of applicable grant regulations and OMB circulars.

24. Federal Information Security Management Act (FISMA):

- 24.1. 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.
- 24.2. FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf.

25. Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:

- 25.1. Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NOAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.
- 25.2. Federal Acquisition Regulations
- 25.2.1. As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition,

should be read as "grant," "grantee," "subgrant," or "subgrantee"):

25.3.3.908 Pilot program for enhancement of contractor employee whistleblower protections.

25.3.1. 3.908-1 Scope of section.

25.3.1.1. This section implements 41 U.S.C . 4712.

25.3.1.2. This section does not apply to-

25.3.1.2.1. DoD, NASA, and the Coast Guard; or 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-

25.3.1.2.1.1. Relates to an activity of an element of the intelligence community; or

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

25.3.2. 3.908-2 Definitions.

25.3.2.1. As used in this section-

25.3.2.1.1. "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.

25.3.2.1.2. "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.

25.3.3. 3.908-3 Policy.

25.3.3.1. 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 (25.3.1.2.1) 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.

25.4. Entities to whom disclosure may be made.

25.4.1. A Member of Congress or a representative of a committee of Congress.

25.4.2. An Inspector General.

25.4.3. The Government Accountability Office.

25.4.4. A Federal employee responsible for contract oversight or management at the relevant agency.

25.4.5. An authorized official of the Department of Justice or other law enforcement

agency.

25.4.6. A court or grand jury.

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

25.5. 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.

25.6. 3.908-9 Contract clause.

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

25.6.1.1. 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 .

25.6.1.2. 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

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

26. Additional Requirements

26.1. Funding for this Contract has been financed in part by Prevention and Public Health Funding. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal entities. CHIP has the right to cancel, terminate, or suspend the Contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

26.2. Contractor shall comply with all provisions and requirements applicable to contracts funded in whole or in part by Prevention and Public Health Funding as currently exist as of the effective date of this Contract and as may be amended in the future, including, without limitation, Pub. L. 111-5, Div. A, Title XVI, § 1605 ("Buy American"), Pub. L. 111-5, Div. A, Title XV, § 1515 ("Access of Offices of Inspector General"), Pub. L. 111-5, Div. A, Title IX, § 902 ("Access of Government Accountability Office"), and Pub. L. 111-5, Div. A, Title XV, § 1553 ("Whistleblower Protections"), and any related regulations or guidance, as applicable.

26.3. FALSE CLAIMS ACT: Contractor agrees that it shall promptly notify CHIP and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Federal funds.

26.4. DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATIONS: Contractor shall comply with the following, which are incorporated into this Contract by reference:

26.4.1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR chapter 60)

26.4.2. Contractor shall provide access to CHIP, HHS, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents,

- papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 26.4.3. Contractor shall retain all required records for three years after CHIP makes final payments and all other pending matters are closed.
- 26.4.4. Contractor shall comply with all applicable provisions of 45 CFR Part 74 OMB Circular A-110 relocated 2 CFR Part 215 (<http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf>) and with all clauses required by Federal statute and executive orders and their implementing regulations, as applicable.
- 26.4.5. Contractor shall comply with Executive Order 13513. Contractor and its subcontractors are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Texting means reading from or entering data into any handheld or other electronic device, including SMS texting, e- mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. Driving means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. Driving does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. Contractor is responsible for ensuring that its subcontractors are aware of this prohibition and adhere to this prohibition. The requirement may be accessed at: http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm.

27. CHIP Prime Terms and Conditions

27.1. Budget and Invoices

- 27.1.1. Compensation: As defined in the scope of work, the Contractor's compensation for Services under this Agreement is as follows:
- 27.1.1.1. CHIP agrees to pay the Subrecipient a sum not to exceed thirty thousand and seven dollars (**\$30,007**) for the project performance period of April 14, 2015 to September 30th, 2015.
- 27.1.1.2. CHIP shall reimburse Subrecipient not more often than monthly for allowable costs.
- 27.1.1.3. All invoices shall be submitted using a standard invoice provided by CHIP, which meets the requirements of OMB Circular A-21. At a minimum, invoices shall include itemized current and cumulative costs, a subaward number, an indication the invoice is for a subaward, detailed expenses, and a signed certification as to truth and accuracy of invoice.
- 27.1.1.4. Subrecipient shall submit an invoice for services within 5 working days of the close of the month. Payment by CHIP shall be made within 45 business days of CHIP's receipt of the invoice for services.
- 27.1.1.5. There shall be no equipment purchased on this project by Subrecipient.
- 27.1.1.6. Allowable costs are only those indicated in Subrecipient budget (Attachment E). No additional costs will be allowed.
- 27.1.1.7. No-cost extensions are not allowable for this contract.
- 27.1.1.8. All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

27.1.1.9. A final statement of cumulative costs incurred marked "FINAL," must be submitted to CHIP's Financial Contact NOT LATER THAN thirty (30) days after subaward end date.

27.1.1.10. Invoices shall be directed to:

Community Health Improvement Partners
Attn: Stan Miller
5095 Murphy Canyon Road, Suite #105
San Diego, CA 92123

- 27.2. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of CHIP.
- 27.3. Copyrights: CHIP grants subrecipient an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet subrecipient's obligations to CHIP under its Prime Award.
- 27.4. Data Rights: CHIP grants to subrecipient the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet subrecipient's obligations to CHIP under its Prime Award.
- 27.5. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- 27.6. Either party may terminate this subaward with thirty (30) days' written notice to the other party's Administrative Contact, as shown in Attachment C.
- 27.7. The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified as part of Attachment A.
- 27.8. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment C. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment C.

28. Subrecipient Status

It is the express intention of the parties that the Subrecipient is an independent contractor and not any employee, agent, joint venturer or partner of CHIP. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CHIP and Subrecipient or any employee or agent of Subrecipient. Both parties acknowledge that Subrecipient is not an employee of CHIP, or any of its related entities, for state or federal tax purposes. Subrecipient shall retain the right to perform services for others during the term of this Agreement.

29. Confidential and Proprietary Information and Materials

29.1. During and after the term of this Agreement, Subrecipient agrees to (i) maintain as strictly confidential, and (ii) not to use for the benefit of Subrecipient or any third party, any information obtained from CHIP or developed in the course of Subrecipient's Services under this Agreement, which information is of a confidential, private and/or proprietary nature and was not previously known to Subrecipient or publicly available prior to disclosure of such information to Subrecipient by CHIP, or prior to development of such information under this Agreement ("Confidential Information"). Such information includes,

but is not limited to, specific data and policies and procedures. This obligation will cease only when such information becomes publicly available through publication by CHIP or rightful publication by others.

- 29.2. Upon the termination of this Agreement, Subrecipient agrees to transfer and return to CHIP any materials containing confidential and proprietary information thereof, including all copies, in Subrecipient's possession, whether prepared by Contractor or others.
- 29.3. If Subrecipient utilizes subcontractors or employees, Subrecipient will assure that each subcontractor or employee maintains Confidential Information obtained from CHIP or developed in the course of Subrecipient's Services under this Agreement, as set forth above.

30. Cooperation by CHIP

- 30.1. CHIP agrees to comply with all reasonable request of Subrecipient and provide access to all documents reasonably necessary to the performance of Subrecipient's duties under this Agreement.

31. Waiver of Benefits

- 31.1. Subrecipient agrees and certifies that he/she understands that as a contractor he/she is not entitled to participate in any benefit plans, programs or policies maintained by CHIP for the benefit of its employees, whether currently in effect or adopted in the future (the "CHIP Plans"). If Subrecipient is determined by a court of competent jurisdiction or any state or federal agency to be a common-law employee of CHIP for federal or state employment tax purposes or for any other purposes under any applicable local, state or federal law, Subrecipient also agrees and certifies that:
 - 31.1.1. he/she may have a right to participate in the CHIP Plans, including participation retroactive to the date such Subrecipient is determined to have been a common-law employee, and has been provided with copies of the summary plan descriptions for those plans;
 - 31.1.2. notwithstanding such right to participate in the CHIP Plans, Subrecipient specifically and voluntarily waives, in connection with his/her acceptance of this Agreement, the right to participate in the CHIP Plans on an irrevocable basis;
 - 31.1.3. he/she understands that as a result of this waiver, Subrecipient has irrevocably waived his/her rights to participate in the CHIP Plans for all periods of service with CHIP and understands that by giving up such rights of participation in the CHIP Plans, he/she has given up all rights to receive any benefit under each such CHIP Plan;
 - 31.1.4. he/she hereby releases CHIP, its affiliated entities, officers, directors, employees, trustees and agents from any and all claims, charges, demands, rights, liabilities and causes of action with respect to, or arising out of this waiver of Subrecipient's rights to participate in the CHIP Plans and understands that this release includes, but is not limited to, the Employee Retirement Income Security Act, the Internal Revenue Code, any local, state or federal tax or any other local, state, or federal laws; and
 - 31.1.5. he/she acknowledges that CHIP has advised Subrecipient to consult with his/her private attorney prior to signing this Agreement and he/she has had ample opportunity to do so, and further acknowledges that he/she has read and understands this waiver and that his/her agreement to this release is truly voluntary and without duress.

32. Liability/Indemnity

- 32.1. Subrecipient shall indemnify and hold CHIP harmless against any and all losses, damages, costs, expenses or attorney's fees resulting from or in any way arising out of a breach of any warranty, covenant or agreement by Subrecipient under this Agreement. Subrecipient will further indemnify and hold CHIP harmless against any and all losses, damages, costs, expenses or attorney's fees resulting from Subrecipient's Services undertaken pursuant to this Agreement.
- 32.2. Subrecipient further agrees to indemnify and hold CHIP harmless from any and all damages, including public liability or property damage or any bodily injury or damage to the third-parties' property arising out of the operation of any motor vehicle used or driven by Subrecipient in connection with work under this Agreement. Subrecipient further agrees to carry public liability and property damage insurance on any vehicle used in connection with the provision of Services under this Agreement, with limits sufficient to completely cover any damages claimed, with CHIP named as additional insured. Subrecipient agrees to furnish CHIP with proof of such required insurance coverage by means of a Certificate of insurance, to be maintained on a current basis in the amount of \$1,000,000.

33. Subrecipient's Employees

- 33.1. Subrecipient shall furnish at its own discretion, selection, and expense, any labor required incidental to the performance of Services involved in the performance of this Agreement.
- 33.2. Subrecipient shall be solely responsible for the direction and control of the employees, agents, and/or servants of Subrecipient, if any, performing labor pursuant to this agreement, including the selection, hiring, firing, supervision, assignment and direction, the setting of wages, hours, and working conditions, and the adjustment of their grievances. Subrecipient shall determine the method, means and manner of the performance of the work of its employees, agents, and/or servants, if any, in their performance of this Agreement. Subrecipient agrees to indemnify CHIP from any and all claims brought by any individual selected by Subrecipient to perform services against CHIP, including attorney's fees and costs of defense that may arise from, relate to, or result in any manner from services performed pursuant to this section.
- 33.3. Subrecipient assumes full and sole responsibility for the payment of all wages, benefits and expenses of its employees, if any, and for all state and federal tax withholdings, unemployment insurance, social security taxes, and workers' compensation insurance coverage as to all persons employed by Subrecipient in the performance of services under this Agreement, and Subrecipient shall be responsible for meeting and fulfilling the requirements of all statutes and regulations now or hereafter prescribed by legally constituted authority with respect thereto. CHIP shall not be responsible for the wages, benefits or expenses of Subrecipient's employees, agents and/or servants, nor for the income tax withholding, social security, workers' compensation insurance, unemployment, or other payroll taxes of the Subrecipient's employees, agents and/or servants. Subrecipient shall indemnify, save and hold harmless CHIP from any and all liability CHIP may incur because of Subrecipient's failure to comply with this section, a contract or any common law, statute, or regulation relating to employment discrimination, retaliation, harassment or any employment related action.
- 33.4. If Subrecipient elects to hire individuals to perform services related to this Agreement, Subrecipient shall provide CHIP with evidence of current Workers' Compensation insurance coverage for such employees.
- 33.5. CHIP shall neither have nor exercise disciplinary authority or control over Subrecipient's employees, agents and/or servants, shall have no authority to supervise or direct Subrecipient's employees, agents and/or servants in the performance of their work for Subrecipient, and shall have no authority or right to select,

approve, hire, or discipline any of Subrecipient's employees, agents and/or servants. However, Subrecipient shall ensure that its employees, agents and/or servants engaged in the performance of services for CHIP all have the experience, competence and skill necessary to perform the Services in a professional manner.

- 33.6. CHIP is not authorized to withhold state or federal income taxes, social security taxes, unemployment insurance taxes, or any other local, state or federal tax on behalf of Subrecipient or Subrecipient's employees, agents and/or servants.
- 33.7. All pay, benefits, and working conditions of Subrecipient's employees, agents and/or servants are a matter of agreement solely between Subrecipient and its employees, agents and/or servants. Subrecipient and Subrecipient's employees, agents and/or servants shall receive no vacation or holiday pay from CHIP and they shall not participate in any welfare plans or other CHIP plans or benefits enjoyed by CHIP employees.
- 33.8. CHIP shall have no obligation or responsibility to Subrecipient or Subrecipient's employees, agents and/or servants on any fine, cost or expense incurred by Subrecipient or any of his/her employees, agents and/or servants by reason of Subrecipient's violation of any law, rule, statute, ordinance or regulation of any and all governmental authority or authorities.
- 33.9. Subrecipient shall not induce nor attempt to induce or solicit any CHIP employee or independent contractor to terminate his/her relationship with CHIP in order to work for the Subrecipient or any entity with which the Subrecipient is affiliated during the term of this Agreement.

34. Miscellaneous

- 34.1. No Assignment: This Agreement may not be subcontracted or assigned by Subrecipient without the prior written consent of CHIP.
- 34.2. Governing Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of California. All disputes arising out of this Agreement shall be filed in Sacramento County Superior Court, which shall have sole and exclusive jurisdiction with respect to the enforcement or interpretation of the Agreement. Each party consents to the jurisdiction of Sacramento County Superior Court.
- 34.3. Severability: The invalidity or un-enforceability of one or more provisions of this Agreement shall not affect the validity or enforceability of any of the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or un-enforceable provisions were omitted.
- 34.4. Notices: Any notice required to be made or given to either party hereto shall be made by personal delivery, telegram, telex, fax, mailgram, certified or registered mail return receipt requested, postage prepaid, and addressed to such party at its address set forth below or to such other address as such party shall designate by written notice.

COMMUNITY HEALTH IMPROVEMENT PARTNERS

5095 Murphy Canyon Drive, Suite 105
San Diego, CA 92123

Attn: Peter S. Mabrey, President & CEO

COMMUNITY HEALTH IMPROVEMENT PARTNERS Contract Administrator

5095 Murphy Canyon Drive, Suite 105
San Diego, CA 92123

Attn: Stan Miller

CITY OF CHULA VISTA

276 Fourth Avenue

Chula Vista, CA 91910
Attn: Gary Halbert, City Manager
 CITY OF CHULA VISTA Contract Administrator
 276 Fourth Avenue
 Chula Vista, CA 91910
Attn: Stacey Kurz

34.5. Entirety: This Agreement sets forth the full and complete understanding of the parties and its provisions shall not be modified, or waived, in whole or in part, except by a written amendment signed by Subrecipient and CHIP. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by Subrecipient for CHIP and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

35. ENFORCEABILITY:

- 35.1. Subrecipient agrees that if it fails to comply with all applicable federal requirements governing the use of Prevention and Public Health Funding funds, CHIP may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to CHIP under all applicable state and federal laws.
- 35.2. Subrecipient shall notify CHIP's Authorized Representative within 15 days if any answers provided with this agreement change or if a mistake in completing this agreement is discovered.

36. Debarment, Suspension, and Other Responsibility Matters

- 36.1. As a subrecipient of federal funds under this Agreement, Subrecipient certifies that it, its principals, its employees and its subcontractors:
- 36.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- 36.1.2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;
- 36.1.3. Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 36.1.4. Have not within a 3-year period preceding this agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

37. OMB Circular A-133/Audit Assurance

37.1. Subrecipient assures CHIP that it complies with A-133 as applicable, or will provide audit or financial information to CHIP as requested. Subrecipient further assures that it will notify CHIP of completion of required audits and of any adverse findings which relate to or may impact this subaward.

ATTACHMENT B
CHIP CONTRACT NUMBER 5834-122-04
AGREEMENT WITH THE CITY OF CHULA VISTA FOR RACIAL AND
ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH) 2016 -
2017 SCOPE OF WORK

1. **Scope of Work**

Contractor shall provide services for the Racial and Ethnic Approaches to Community Health Project ("Project") in city-wide program work related to healthy food access (e.g. edible landscaping, urban agriculture and fast food restrictions) and physical activity (e.g. open streets and active transportation) in response to outcomes from the Healthy Chula Vista Action Plan Health Impact Analysis and related civic engagement. The Project supports effective implementation of existing policy, systems, and environmental improvements, and offers opportunities for the western Chula Vista community to take comprehensive action to address risk factors contributing to the most common and debilitating chronic conditions including poor nutrition and physical inactivity. Project activities will focus on improving access to healthy foods and beverages and opportunities for physical activity.

2. **Background Information**

REACH is a national program financed in part by Prevention and Public Health funding and administered by the Centers for Disease Control and Prevention (CDC) aimed at reducing racial and ethnic disparities in health. Through REACH, CDC supports awardee partners that establish community-based programs and culturally tailored interventions serving African Americans, American Indians, Hispanics/Latinos, Asian Americans, Alaska Natives, and Pacific Islanders.

The REACH partners use community-based, participatory approaches to identify, develop, and disseminate effective strategies for addressing health disparities across a wide range of health priority areas such as cardiovascular disease, diabetes, breast and cervical cancer, infant mortality, asthma, immunization, and obesity. Because the causes of racial and ethnic health disparities are complex and include individual, community, societal, cultural, and environmental factors, REACH's approaches cut across a number of evidence- and practice-based interventions.

Community Health Improvement Partners (CHIP) applied for and was awarded REACH funding for the Project through September 29th, 2015. These funds will be used to address nutrition and physical activity risk factors in two high risk zip codes in Chula Vista, California (91910 and 91911). These are contiguous zip codes located in western Chula Vista, with 91910 bordering the northern edge of 91911. According to San Diego Association of Governments (SANDAG) Demographic & Socio-Economic Estimates for January 2013, the combined population in these two zip codes is 160,617. Community members in zip codes 91910 and 91911 are 67.13% Hispanic; 18.45% White; 3.05% Black; 0.27% AI; 8.75% Asian/Pacific Islander A/PI; and 2.32% Other. The median household income adjusted for inflation for zip codes 91910 and 91911 is below that of the city as a whole at \$53,003 and \$57,065, respectively. The American Community Survey (U.S. Census data) estimates that 12,735 residents in the targeted zip codes are ages 0 to 5 and of those, 9,826 are Hispanic.

CHIP will act as the lead organization for the Project, responsible for overall coordination and reporting. CHIP achieves its mission using a Community Based Participatory Approach (CBPA) by forming initiatives, coalitions or work teams, targeting priority health issues identified by the community health needs assessment (CHNA). With core functions of assessment, outreach, education and advocacy, program development, and collaboration, CHIP's current programs focus in the areas of obesity prevention, mental health, and access to care, all priority issue areas identified in the most recent (2013) CHNA. This partnership with the subrecipient will allow REACH to have a maximum impact in the proposed zip codes. The subrecipient shall provide support throughout the length of the contract.

ATTACHMENT B
CHIP CONTRACT NUMBER 5834-122-04
AGREEMENT WITH THE CITY OF CHULA VISTA FOR RACIAL AND
ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH) 2016 -
2017 SCOPE OF WORK

3. **Goals, Objectives, and Requirements for Delivery**

- 3.1. Subrecipient will lead the city-wide program work related to healthy food access (e.g. edible landscaping, urban agriculture and fast food restrictions) in response to outcomes from the Healthy Chula Vista Action Plan Health Impact Analysis and related civic engagement.
- 3.2. Subrecipient will lead the city-wide program work related to physical activity (e.g. open streets and active transportation) in response to outcomes from the Healthy Chula Vista Action Plan Health Impact Analysis and related civic engagement.

4. **Target Population and Geographic Area**

- 4.1. Target Populations: Contractor shall provide the services described herein to the following target population:
 - 4.1.1. This REACH intervention targets all Hispanic individuals within the designated Geographic Area.
- 4.2. Geographic Area
 - 4.2.1. The REACH interventions are to be implemented in the Chula Vista zip codes of 91910 and 91911.

5. **Definitions**

- 5.1. Dun and Bradstreet Data Universal Numbering System (DUNS)
 - 5.1.1. A unique nine-digit identification number used to identify organizations and is assigned to organizations by Dun and Bradstreet.
- 5.2. Interventions
 - 5.2.1. Interventions are the means to achieve the goals and objectives of each Project area.
- 5.3. Project
 - 5.3.1. Project for the purposes of this Contract is the federal Centers for Disease Control-funded Racial and Ethnic Approaches to Community Health (REACH) Project and includes all funding and deliverables in this Contract.

6. **Data Collection and Reporting Requirements**

- 6.1. The Subrecipient shall complete four (4) categories of REACH reports to CHIP: (1) Monthly Fiscal Cost Report; (2) Monthly Performance Report; (3) Final Report; and (4) Intervention Reports for submission to CHIP. Submission dates are listed below. For the Monthly Fiscal Cost Report, the Subrecipient shall comply with all REACH reporting requirements outlined in Section 1512 Requirements, as stated in Section 3.7 of this Statement of Work. Subrecipient shall provide any additional reports and follow-up information as requested by CHIP. Matters concerning the technical performance of this subaward should be directed to the appropriate party's PI, as shown in Attachment C. Technical reports are required as shown in Attachments B and D.
- 6.2. REACH Monthly Fiscal Cost Report
 - 6.2.1. Subrecipient shall submit electronic monthly fiscal cost and data report including Section 1512 Requirements to CHIP by the fifth (5th) day after the end of the reporting month. CHIP will provide a template format and instructions for the report. The Subrecipient shall provide any additional follow-up information and reports requested by CHIP.
 - 6.2.2. Weekends and holidays are no exception to this reporting deadline.
- 6.3. REACH Monthly Performance Report
 - 6.3.1. Subrecipient shall submit by the fifth (5th) day after the end of the reporting month an electronic Monthly Performance Report to CHIP. The Subrecipient shall provide any additional follow-up information and reports requested by CHIP. CHIP will provide a template format and instructions for the report. The monthly report shall include:
 - 6.3.1.1. Progress
 - 6.3.1.2. Challenges
 - 6.3.1.3. Documentation of activities completed to meet the goals and objectives of this Contract

ATTACHMENT B
CHIP CONTRACT NUMBER 5834-122-04
AGREEMENT WITH THE CITY OF CHULA VISTA FOR RACIAL AND
ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH) 2016 -
2017 SCOPE OF WORK

6.3.2. Weekends and holidays are no exception to this reporting deadline.

6.4. REACH Final Report

6.4.1. Subrecipient shall submit an electronic Draft Final Report by the August 31, 2017 and a Final Report by September 30, 2017 for review and approval by CHIP, covering the total Contract Term.

6.4.1.1. Report shall be suitable for mass distribution and provide information including:

- 6.4.1.1.1. Executive Summary
- 6.4.1.1.2. Program Accomplishments
- 6.4.1.1.3. Status of Agreement Objectives
- 6.4.1.1.4. Lessons Learned
- 6.4.1.1.5. Evaluation Outcomes
- 6.4.1.1.6. Sustainability Plan (if applicable)
- 6.4.1.1.7. Any unanticipated or additional accomplishments

7. **Debarment Requirements**

7.1. Subrecipient shall supply all necessary information for debarment screening, including:

7.1.1. Legal first and last name of any employee working on subcontract.

ATTACHMENT C
Authorized Representatives

CHIP CONTACTS	SUBRECIPIENT CONTACTS
Authorized Official Contract Officer: Stan Miller 5095 Murphy Canyon Road, Suite #105 San Diego, CA 92123 Phone: 858-609-7984 Email: smiller@sdchip.org	Authorized Official Contract Officer: Stacey Kurz 276 Fourth Avenue Chula Vista, CA 91910 Phone: (619) 585-5609 Email: SKurz@chulavistaca.gov
Principal Investigator: Cheryl Moder 5095 Murphy Canyon Road, Suite #105 San Diego, CA 92123 Phone: 858-609-7961 Email: cmoder@sdchip.org	Principal Investigator: Stacey Kurz 276 Fourth Avenue Chula Vista, CA 91910 Phone: (619) 585-5609 Email: SKurz@chulavistaca.gov
Financial Representative Peter S. Mabrey 5095 Murphy Canyon Road, Suite #105 San Diego, CA 92123 Phone: 858-609-7974 Email: pmabrey@sdchip.org	Financial Representative: Gary Halbert 276 Fourth Avenue Chula Vista, CA 91910 Phone: 619-691-5031 Email: ghalbert@chulavistaca.gov

Attachment D
REACH Reporting Requirements

Definition. “Reporting” includes invoicing and technical reporting.

Invoicing. Subrecipient must invoice the Prime Recipient:

not less often than quarterly

not less often than monthly

Amendment for Updated Reporting Requirements. A unilateral amendment may be issued to update reporting requirements in response to any additional requirements or guidance from the CDC including, but not limited to, the definition of terms and data elements, and specific instructions for reporting and report formats.

Name of Contact Person	Stacey Kurz
Mailing Street Address	City of Chula Vista
Mailing Street Address 2	276 Fourth Avenue
Place of Performance City, State, Zip Code (zip code + four)	Chula Vista, CA 91910-2631
Telephone	(619) 585-5609
Fax	(619) 585-5698
Email	SKurz@chulavistaca.gov

Attachment D
REACH Reporting Requirements

Data to be Reported

A. Technical Reporting. In addition to any other technical reporting requirements set forth under this Subaward Agreement, *when requested by the CHIP*, the Subrecipient shall provide a brief update on cumulative programmatic achievements, including significant deliverables or milestones reached.

B. Research Subaward Agreement data elements

Sub Recipient DUNS	078726551
Sub Recipient Congressional District	51
Sub Recipient Legal Name, Address, City, State, Zip (zip plus four)	City of Chula Vista 276 Fourth Avenue Chula Vista, CA 91910-2631
Sub Recipient EIN	95-6000690
Sub Recipient CCR registration, Yes or No	Yes
Amount of Subaward	\$30,007

Attachment D
REACH Reporting Requirements

C. Performance Site

Subrecipient shall identify the physical location of the Primary Place of Performance of the Subaward.

Place of Performance Street Address 1	276 Fourth Avenue
Place of Performance Street Address 2	
Place of Performance City	Chula Vista
Place of Performance State (two character code)	CA
Place of Performance Zip (zip code+ four)	91910-2631
Place of Performance Congressional District (two digit code)	51
Place of Performance Country Code (two character code)	US

Attachment D
REACH Reporting Requirements

D. Most Highly Compensated Officers

Subrecipient shall provide the names and total compensation of the five most highly compensated officers of the Subrecipient entity if the following items (1) and (2) apply.

If either item (1) or (2) does not apply, the Subrecipient’s report shall include a statement certifying this.

If these items do apply, but there is no change in the most highly compensated individuals or their total compensation, the Subrecipient’s report shall include a statement certifying this.

- (1) The Subrecipient in its preceding fiscal year received—
- (a) 80 percent or more of its annual gross revenues in Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards; and

(2) The public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC § 6104].

“Total compensation” means the cash and non-cash dollar value earned by the executive during the Subrecipient’s past fiscal year of the following (for more information *see* 17 CFR 229.402(c) (2)):

- (i). Salary and bonus.
- (ii). Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R.
- (iii). Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (iv). Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (v). Above-market earnings on deferred compensation which are not tax qualified.
- (vi). Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

HIGHLY COMPENSATED OFFICERS

Exempt from reporting compensation (Yes or No)?	Yes
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If not exempt per Section 1512 of ARRA

Officer 1 Name	
Officer 1 Compensation	
Officer 2 Name	
Officer 2 Compensation	
Officer 3 Name	
Officer 3 Compensation	
Officer 4 Name	
Officer 4 Compensation	
Officer 5 Name	
Officer 5 Compensation	

Attachment D
REACH Reporting Requirements

E. Vendor Payments Equal to or in Excess of \$25,000.

Subrecipient must report, for any payments made to a single vendor equal to or greater than \$25,000, the identity of the vendor. Subrecipient shall report the vendor name and DUNS number if available. If the DUNS is not available, the Subrecipient shall report on the vendor name and zip code of the vendor's headquarters. Subrecipient will provide an estimate of vendor jobs created and retained including a brief description of the methodology used to calculate FTE estimates. For more information on how to perform this calculation, please see [OMB Guidance M10-08](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf) (found at http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf). Please insert more rows as needed.

VENDOR DATA

Vendor DUNS (9 digit)	
Vendor Name	
Vendor Headquarters Zip Code (zip code plus 4)	
Product/Service Description(s)	
Payment Amount	
Vendor Jobs created and retained related to this purchase (FTEs)	
Job Titles	
Describe how you calculated the FTE(s)	

ATTACHMENT E

**BUDGET NARRATIVE: City of Chula Vista
REACH Budget – Year 3**

Job Descriptions, Titles, and Billing Rate:

Name:	Stacey Kurz
Title:	Senior Project Coordinator
Job Description:	Will be the primary point of contact for the City of Chula Vista. She will lead the program work related to healthy food access (e.g. edible landscaping, urban agriculture and fast food restrictions) and physical activity (e.g. open streets and active transportation).
Name:	TBD
Title:	Senior Office Specialist
Job Description:	Will provide limited administrative support and research.

City of Chula Vista	# of Hours	Direct Costs	Fringe Benefits	Indirect Costs	Total Request
Senior Project Coordinator	240	\$15,622	\$6,714	\$6,077	\$28,412
Senior Office Specialist	37	\$1,252	\$156	\$186	\$1,594
Totals	277	\$16,874	\$6,870	\$6,263	\$30,007

Hourly Rates	Direct	Fringe	% of Direct	Indirect	% of Direct	Total Hourly Rate
Senior Project Coordinator	\$65.09	\$27.97	43%	\$25.32	39%	\$118.38
Senior Office Specialist	\$33.83	\$4.22	12%	\$5.04	15%	\$43.09

Total Budget Requested: \$30,007