

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2015-1558

DATE: September 15, 2015

REQUESTED ACTION:

BOCC approval of Contract HDC.749 between the Foundation for Healthy Generations, acting as fiscal agent of the Southwest Washington Healthy Living Collaborative (SWHLC), and CCPH for up to four years, from January 1, 2015 through December 31, 2018. This contract provides grant funding to support public health actions to prevent and control Diabetes, Heart Disease, Obesity, and associated risk factors and to promote school health. Further, authorization for the Public Health Director to sign future applications, contracts, and amendments for this grant funding through 2018. Total remuneration under this agreement over four years is not to exceed \$285,000.

XX Consent _____ Hearing ___ County Manager

BACKGROUND

The Southwest Washington Healthy Living Collaborative (SWHLC) is an organization that grew out of work associated with the Community Transformation Grant that engaged regional community partners for collectively affecting the most vulnerable populations in our region. Member organizations established infrastructure, a policy and steering committee, a fiscal agent, and workgroups dedicated to reducing health and economic disparity and addressing pivotal physical and behavioral health needs. The SWHLC works to develop, implement, and fund a broad spectrum of policy, systems, and environmental strategies and programs to improve the health outcomes of vulnerable populations in Southwest Washington. For example, the collaborative will work to strengthen families and neighborhoods and support strategic areas of active living, healthy eating and tobacco prevention.

This funding will increase community environments that promote and reinforce healthful behaviors and practices related to obesity, diabetes prevention, and cardiovascular health, including key settings that support physical activity and healthful foods and beverages.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

More than 40 regional community partners have joined and actively participate in the SWHLC, including: Alliance for a Healthier Generation, Burgerville, Clark College, Clark County Community Services, Clark County Public Health, Commission on Hispanic Affairs, Comprehensive Health Education Foundation, Cowlitz County Health and Human Services, Cowlitz-Wahkiakum Council of Governments, Educational Service District 112, Highlands Neighborhood Association, National Alliance on Mental Health Illness, Peace Health Seventh Day Adventist Church, Skamania County Community Health, Support for Early Learning and Families, SW Behavioral Health, SW WA Agency on Aging and Disability, SW WA Behavioral Health Ombudsman, SW WA Regional Transportation Council, Vancouver Housing Authority, Vancouver Public Schools, WA Department



of Health, Wahkiakum County Health and Human Services, Washington State University, and the YMCA.

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

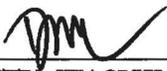
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$285,000
Account	1025, Public Health
Company Name	Foundation for Healthy Generations

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


Kathy Smith
Grant Accounting Specialist


Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Sept. 15, 2015

SR# SR 181-15

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025/Federal 1422 Chronic Disease Prevention grant funds		135,000		150,000		
Total		135,000		150,000		

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 / Public Health			135,000		150,000		
Total			135,000		150,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		99,450		110,500		
Contractual		2,925		3,250		
Supplies		2,812		3,124		
Travel		4,500		5,000		
Other controllables		25,313.		28,125		
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		135,000		150,000		



Foundation for Healthy Generations Services Contract: 2015-Clark County Public Health -HLC
Contract Agreement with Foundation for Healthy Generations and Clark County Public Health

This Contract Agreement, hereafter referred to as the Agreement, between Foundation for Healthy Generations (Healthy Gen) and Clark County Public Health, hereafter 'Contractor', establishes policies and procedures for the services for the participation of these institutions in the following award:

Originating Award Number: N21100

Awarding Agency: Washington State Department of Health

CFDA #: 93.757

CFDA Title: State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health

A. General Conditions

1. The Standard Provisions of the Federal Grant **State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health**, also apply to this Agreement.
2. Period of Performance: The period for contracted services shall commence January 1, 2015 and shall not extend beyond September 29, 2015, unless the period is extended by amendment in the writing of this Agreement.

3. Contractor, will engage in the following, but not limited to:

COMPONENT 1: ENVIRONMENTAL STRATEGIES

Expected Outcome(s) for the Project Period (Jan 1, 2015-Sept 29, 2015)

Component 1: Increased community environments that promote and reinforce healthful behaviors and practices related to obesity, diabetes prevention, and cardiovascular health, including key settings that support physical activity and healthful foods and beverages.

Program Strategy	Short-term Data Source	Yearly Performance Measure	Target/ Reach/ Special populations If applicable
<i>PS1) Implement food and beverage guidelines, including sodium standards, in public institutions, worksites and other key locations such as hospitals (choose one or more venue)</i>	<i>Monthly reports from sites</i>	<i># of community locations that implement food and beverage guidelines: Work with two worksites in Clark County implement healthy food and beverage options with an emphasis on sodium reduction # of adults with access to community locations that implement food and beverage guidelines: -10,000 adults in one hospital and 2,000 adults in one worksite in Clark County</i>	<i>Culturally and socioeconomically diverse populations Worksites</i>

**Strategy Location: Clark County
Year 1 Activities**

	Responsible Partner	Complete By
Identify largest employers in Clark County for potential worksite wellness partners.	Clark Public Health	Jan 30, 2015
Recruit and engage two large employers based on readiness and	Clark County Public Health-	May 1, 2015



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interest in worksite wellness.

Identify an evidence-based worksite wellness framework appropriate for large employers focusing on food and beverage guidelines, sodium reduction and physical activity (PS3).

Create a Memorandum of Understanding (MOU) that details partnership agreements and obtain appropriate signatures.

Assess training, educational, and business needs of participating worksites to provide relevant technical assistance including development of worksite wellness policies (nutrition standards, meeting well policies, etc), using data to drive decisions, etc.

Assist worksites in creating or strengthening an existing representative Worksite Wellness Team.

Develop or identify an employee survey or Health Risk Assessment (HRA) to assess health risk factors and employee interests.

Clark County Public Health-

May 1, 2015

Clark County Public Health-

June 1, 2015

Clark County Public Health-

Sept 1, 2015

Clark County Public Health-

Sept 1, 2015

Clark County Public Health-

Sept 29, 2015

Program Strategy

Short-term Data Source

Yearly Performance Measure

Target/ Reach/ Special populations if applicable

PS2) Strengthen healthier food access and sales in retail venues (such as grocery stores, supermarkets, chain restaurants, etc.) and community venues (such as food banks) through increased availability, improved pricing, placement, and promotion

Monthly reports from sites

of retail venues and community venues that promote healthier food access through increased availability, and improved pricing, placement and promotion
Eight local convenience markets in Central Vancouver that promote healthier food access through increased availability, and improved pricing, placement and promotion impacting 70,000 adults in Central Vancouver

Clark Convenience store:10,000 potential adult residents representing high minority population of low socioeconomic status

Strategy Location: Central Vancouver, Clark County for Convenience store work

Year 1 Activities

Work with two local convenience stores to explore local produce purchasing through their produce distributors, FoodHUB, or direct farm sales.

Identify one locally-owned convenience store partner in Central Vancouver interested in accepting WIC benefits.

Assess store inventory for minimum inventory requirements for WIC approved foods

Assist storeowner in procuring foods needed to meet the minimum inventory requirements and anticipate

Person Responsible

Clark County Public Health

Clark County Public Health -

Clark County Public Health -

Clark County Public Health -

Complete By

Sept. 29, 2015

March 1, 2015

June 1, 2015

Sept. 29, 2015



demand once they are they are an approved vendor.

Identify a state "WIC Retailer" training Clark County Public Health - Sept. 29, 2015

Program Strategy

Short-term Data Source

Monthly reports from sites

Yearly Performance Measure

and type of community venues that promote physical activity through signage, worksite policies and shared use/joint use agreements: Two worksites in Clark County, WA that promote physical activity through signage, worksite policies, or joint use agreements
of adults with access to community venues that promote physical activity: 3,000 adults with access to worksites that promote physical activity (examples: using stairs)

Target/ Reach/ Special populations if applicable
Clark County: 3,000 adults

PS3) Strengthen community promotion of physical activity through signage, worksite policies, social support, and joint-use agreements.

Year 1 Activities

Assess worksite partners involved in the sodium reduction grant to determine interest and readiness in implementing a physical activity promotion or policy in two worksites.

Assist two worksites to create or strengthen an existing representative Worksite Wellness Team.

Assess training, educational, and business needs of participating worksites to provide relevant technical assistance including development of worksite wellness policies and promotional programs.

Develop or identify an employee survey or Health Risk Assessment (HRA) to assess health risk factors and employee needs/interests.

Work with two worksites to plan implementation of venue specific physical activity promotion (for example, "Take the Stairs" and "Park and Walk" signage and messaging) and worksite policies to support employee physical activity to be initiated in Year 2.

Share learnings regarding worksite wellness approaches across region.

Person Responsible

Clark County Public Health

Clark County Public Health

Clark County Public Health --

Clark County Public Health-

Clark County Public Health --

Clark, Cowlitz Counties & HLC Coordinator

Complete By

Feb. 15, 2015

May 31, 2015

June 15, 2015

Sept 29, 2015

Sept. 29, 2015

Quarterly

Program Strategy

PS4) Develop and/or implement transportation and community plans that promote walking.

Short-term Data Source

Monthly reports from sites

Yearly Performance Measure

of community venues that develop and/or implement a transportation plan that promotes walking: Clark County

Target/ Reach/ Special populations if applicable
400,000 adults



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*# of adults who have access to communities that develop and/or implement plans to promote walking:
400,000 adults who have access to communities that develop and/or implement plans to promote walking*

Strategy Location

Clark County

Year 1 Activities

Convene local jurisdiction, county and RTP and other active transportation partners to discuss progress, projects and challenges related to walkability, trails, and complete streets policies.

Convene ongoing HLC Active Transportation workgroup on a regular (monthly – quarterly) basis.

Develop community partnerships with jurisdiction planning and engineering departments, and support local pedestrian advocacy and interest groups such as the bike and pedestrian advisory council, neighborhood transportation alliance, Intertwine and local trails committees to advocate for walkability and identify needs and promising opportunities to further walking in Clark County.

Assess opportunities identified through community partnerships and work in one jurisdiction to update trail/pedestrian plan or provide trail signage in Year 2.

Person Responsible

Clark County Public Health

Clark County Public Health

Clark County Public Health

Complete By

Feb. 27, 2015 and ongoing quarterly

Ongoing through Sept. 29, 2015

Sept. 29, 2015

4. **Project Management and Reporting:** Contractor shall submit monthly invoices along with copies of monthly reports for verification and approval to Whitney Johnson, Program Infrastructure Coordinator, Foundation for Healthy Generations, by the 4th of the subsequent month.
 - a. As of the commencement date, Foundation for Healthy Generations shall assume oversight responsibilities over operation of Contractor programs, activities, and projects as they relate to obligations contained within **State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health** and shall continue until September 29, 2015 or until terminated upon the giving of thirty (30) days written notice to the other party.
 - b. **Reporting Requirement:** The Contractor will submit required reports by the date due using required forms. These reports and their due dates will include, but not be limited to:

Report

1. Expenditure Report and Request for Reimbursement

Date Due

The 4th of the month following the month in which costs were incurred, except for the Final Expenditure Report and Request for Reimbursement in each federal fiscal year. (Note: Contractor may elect to bill quarterly however monthly Expenditure Report for each month in the quarter must be submitted.)



2015 Budget Period: April 10, July 10, October 10

2. Quarterly Monitoring of Expenditure Report

October 10 following the end of each budget period.

3. Final Expenditure Report and Request for Reimbursement (FFY Closeout)

4. Contractor Monthly and Quarterly Reports

Monthly updates will be provided to the 1422 Coordinator during scheduled calls. Written updates will be provided on the 4th of the month following the Quarter in which activities were performed, except for the Final Year End Report in each federal fiscal budget period.

5. Contractor DUNS or Social Security Number:

B. Financial Conditions

1. Fee Schedule and Payment for Services: Foundation for Healthy Generations agrees to reimburse the Contractor from grant project funds for actual expenditures during the effective time period, but not to exceed the amount of \$60,000.00 for this work, including funds already billed, unless the parties agree in writing to revise this amount.
 - a. Payment details are listed in originating contract, **State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health**. Contractor acknowledges receipt and acceptance of all federal requirements as described in **State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health**.
 - b. Payment will be made within 30 days upon receipt of an invoice documenting hours worked accompanied by a written report of activities and/or findings as required. Additional funds to cover other allowable costs as detailed in attached budget, Appendix E, shall be reimbursed within 30 days upon receipt of an invoice providing detailed explanation of the cost and including documentation supporting the expense claim such as receipts.
 - c. Advance Payments: No payment in advance or in anticipation of services or supplies to be provided under this agreement shall be made by FOUNDATION FOR HEALTHY GENERATIONS.
2. Allowable Costs:
 - a. The authorized amount will cover direct costs of the project, as detailed in the attached budget, which becomes a part of this Agreement as Appendix E, attached hereto, and incorporated herein by reference. Indirect costs are allowable within specified authorization by Foundation for Healthy Generations. For details see Appendix E.
3. Invoices: All invoices pursuant to Part B: Financial Conditions (below) shall be sent to:
Foundation for Healthy Generations
419 3rd Ave West



Seattle, WA 98119

C. Other Administrative Conditions

1. Termination of Agreement:

- a. **Termination Without Cause.** Either the Executive Director of FOUNDATION FOR HEALTHY GENERATIONS, or his or her designee, or the authorized representative of Contractor may terminate this Agreement on thirty (30) days written notice to the other party.
- b. **Termination for Breach.** Either party may terminate this Agreement based upon a material breach of this Agreement by the other party by giving thirty (30) days written notice to the other party. The party asserting breach shall allow the other party during the thirty (30) day notice period the opportunity to demonstrate cure of the asserted breach. If such cure can be demonstrated to the satisfaction of the party asserting breach within such period, the Agreement shall not terminate at the end of the thirty (30) notice period.
- c. In the event this Agreement is terminated, FOUNDATION FOR HEALTHY GENERATIONS and Contractor will comply with any termination conditions imposed by funding organizations.
- d. If the funding authorities of the grant fail to appropriate funds to enable FOUNDATION FOR HEALTHY GENERATIONS to continue payment as specified within this contract, FOUNDATION FOR HEALTHY GENERATIONS may modify or cancel this contract without penalty or termination charges provided that Contractor receives at least thirty (30) days prior written notice of lack of appropriate funds as the reason for modification or termination. In the event that the funding authorities do not provide more than 30 day notice that funds will not be available, FOUNDATION FOR HEALTHY GENERATIONS will provide notice within three (3) business days of receiving such notice from funding authority.

2. Changes: Any proposed changes in this contract will be in writing and will be submitted to, approved by, and executed by the parties to this agreement before performance of work involved in the change may begin. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

- a. This Agreement contains the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Any change, modification, or waiver must be in writing and signed by both parties.

3. Records, Documents, and Reports: The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein. Contractor shall retain such records for a period of ~~six~~ (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by FOUNDATION FOR HEALTHY GENERATIONS, personnel duly authorized by FOUNDATION FOR HEALTHY GENERATIONS, the office of the state auditor, and federal and state officials so authorized by law, regulation or agreement.



- a. **Access to Data:** in compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor reports, including computer models and methodology for those models. The Contractor agrees to make personal information covered under this agreement available for inspection or to amend the personal information, as directed by FOUNDATION FOR HEALTHY GENERATIONS. Contractor shall, as directed by FOUNDATION FOR HEALTHY GENERATIONS, incorporate any amendments to the personal information into all copies of such personal information maintained by the Contractor.
 - b. **Rights in Data/Copyright:** Unless otherwise provided, all materials produced exclusively under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act, shall be owned by DOH, and shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to DOH effective from the moment of creation of such materials.
4. **Liability:** Contractor will provide complete insurance for their own actions, and agrees to indemnify FOUNDATION FOR HEALTHY GENERATIONS and to hold FOUNDATION FOR HEALTHY GENERATIONS harmless from any liability from any and all claims and damages of every kind arising out its performance of this contract. Contractor may be asked to provide proof of insurance.
 5. **Obligations:** Contractor will not assign any of its obligations or duties under this Agreement without the prior written consent of FOUNDATION FOR HEALTHY GENERATIONS. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties.
 - a. **Subcontracting:** the Contractor, shall not enter into subcontracts for any of the work contemplated under this agreement without prior written approval of FOUNDATION FOR HEALTHY GENERATIONS. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to FOUNDATION FOR HEALTHY GENERATIONS for any breach in the performance of the contractor's duties. This clause does not apply to Hospitals and/or Medical Clinics that must contract with specialty physicians (e.9. anesthesiologists, radiologists, physicians groups, independent practitioners, etc.) nor does it include contracts of employment between the Contractor and personnel assigned to work under this contract.
 6. **Confidentiality:** Contractor hereby warrants that it shall comply with all applicable Federal and State laws, rules, and regulations concerning confidentiality which safeguard confidential information.
 - a. **Confidential Information** shall mean information that is exempt from disclosure under chapter 42.56 RCW, and other state or federal statutes and regulations.
 - b. **Confidentiality/Safeguarding of Information:** The use or disclosure by any party, either verbally or in writing, of any Confidential Information shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as other applicable federal and state laws and



administrative rules governing confidentiality. Specifically, the Contractor agrees to limit access to Confidential Information to the minimum amount of information necessary, to the fewest number of people, for the least amount of time required to do the work. The obligations set forth in this clause shall survive completion, cancellation, expiration, or termination of this Agreement.

- c. Any breach of this clause may result in termination of the contract and the demand for return of all information.
7. **Licensing, Accreditation and Registration:** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.
8. **Payment of Taxes:** The Contractor shall complete registration with the Washington State Department of Revenue, if applicable, and be responsible for payment of all taxes due on payments made under this contract.
 - a. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.
9. **Debarment:** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions.
10. **Conflict of Interest:** Contractor agrees to notify FOUNDATION FOR HEALTHY GENERATIONS of any potential conflict of interest arising from the provision of services to any other organization, government entity, or corporation.
11. **Change in Status:** in the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify FOUNDATION FOR HEALTHY GENERATIONS of the change. Contractor shall provide notice as soon as practicable, but no later than thirty days after such a change takes effect.
12. **Remedies:** Each party agrees that it shall use its best, good faith efforts to resolve cooperatively any disputes that arise under or in connection with this Agreement before seeking to resolve any dispute by arbitration or otherwise proceeding with any remedy available to it at law or in equity.
 - a. In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
13. **Severability:** Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.
14. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.



D. Special Assurances

1. Federal Compliance and Standard Federal Certifications and Assurances: See Appendix A
2. Federal Assurances Non Construction Programs: See Appendix B
3. Contract Provisions: See Appendix C
4. Contractor Monitoring Certification: See Appendix D
5. Budget: See Appendix E
6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the 'ADA' 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
7. Nondiscrimination: During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

The parties have caused their duly authorized representatives to execute this Agreement effective on its commencement date.

Foundation for Healthy Generations

Clark County Public Health

Melanie Gillespie, Executive Director
419 3rd Ave W. Seattle, WA 98119

Mark McCauley
Acting County Manager

Address
206-824-2907 _____
Phone

PO Box 9825, Vancouver, WA 98666-8825
Address
360-397-8000 _____
Phone

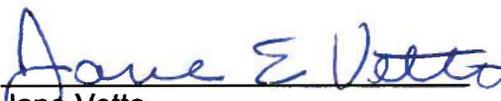
Date

Date

Enclosures: W-9 Form Other

State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health

Approved as to Form Only
ANTHONY F GOLIK
Prosecuting Attorney



Jane Vetto
Deputy Prosecuting Attorney



David Madore, Chair
Board of County Councilors

9/15/15

Date



Appendix A

**FEDERAL COMPLIANCE
AND STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES**

In the event federal funds are included in this agreement, added by future amendment(s), or redistributed between fund sources resulting in the provision of federal funds, the following sections apply:

- I. Federal Compliance and
- II. Standard Federal Assurances and Certifications

FEDERAL COMPLIANCE –

The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract. (Refer to Catalog of Domestic Assistance number(s) cited in the "Payment" section of this **State Public Health Actions to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health** for requirements specific to that fund source.)

1. CIRCULARS 'COMPLIANCE MATRIX'

The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Department of Health, as the primary recipient of federal funds, and then follow the funds to the sub recipient, FOUNDATION FOR HEALTHY GENERATIONS, and then FOUNDATION FOR HEALTHY GENERATIONS's Contractor where one is used. The Federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub recipient organization type. FOUNDATION FOR HEALTHY GENERATIONS is a Non-Profit Organization and therefore it and its Contractors are required to meet 2 CFR 200 standards

COMPLIANCE MATRIX

ENTITY TYPE	OMB CIRCULAR		
	ADMINISTRATIVE REQUIREMENTS	COST PRINCIPLES	AUDIT REQUIREMENTS
State, Local and Indian Tribal Governments & Governmental Hospitals	2 CFR 200	2 CFR 200	2 CFR 200
Non-Profit Organizations & Non Profit Hospitals	2 CFR 200	2 CFR 200	2 CFR 200
Colleges or Universities & Affiliated Hospitals	2 CFR 200	2 CFR 200	2 CFR 200

2. CITIZENSHIP/ALIEN VERIFICATION/DETERMINATION - The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements. Exemptions from the determination/verification requirement are afforded to the following programs offered by the Department of Health: Family Planning, Breast & Cervical Health Program (BCHP),



Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), WIC Farmers Market Program, Immunization Programs, and Ryan White CARE Act programs and other communicable disease treatment and diagnostic programs.

3. CIVIL RIGHTS AND NONDISCRIMINATION - During the performance of this agreement, the Contractor shall comply with all current and future federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL BB-352), Title IX of the Education Amendments of 1972 (20 U.S.C. SS 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. S 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL92-2551, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), SS523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. SS290dd-3 and 290ee-3), Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 553601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.).

4. SINGLE AUDIT ACT - A sub recipient (including private, for-profit hospitals and non-profit institutions) shall adhere to the federal Office of Management and Budget (OMB) 2 CFR 200, as well as all applicable federal and state statutes and regulations. A sub recipient who expends \$750,000 or more in federal awards during a given fiscal year shall have a single or program specific audit for that year in accordance with the provisions of OMB 2 CFR 200.

STANDARD FEDERAL CERTIFICATIONS AND ASSURANCES - Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health.

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b. have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.



The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an ongoing drug-free awareness program to inform employees about
 - i. The dangers of drug abuse in the workplace;
 - ii. The contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above;
- d. Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the contract, the employee will-
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (ii), with respect to any employee who is so convicted-
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or



cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with nonfederal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- c. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subcontracts, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal



programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is to Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

- a. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- c. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
- f. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, ineligibility and Voluntary



Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non procurement List (of excluded parties).
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, FOUNDATION FOR HEALTHY GENERATIONS or DOH may terminate this transaction for cause or default.

7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- a. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - iv. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.



foundation for
healthy generations

CREATING ENDURING HEALTH EQUITY

Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

FOUNDATION FOR HEALTHY
GENERATIONS

CLARK COUNTY PUBLIC HEALTH

Signature

Melanie Gillespie
Print Name

Executive Director
Title

Date

A handwritten signature in black ink, appearing to read 'DM', written over a horizontal line.

Signature

David Madore
Print Name

Chair, Board of County Councilors
Title

9/15/15
Date



Federal Assurances – Non Construction Programs: Appendix B

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of



1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of U.S.C. §§469a-1 et seq.).



- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

FOUNDATION FOR HEALTHY
GENERATIONS

CLARK COUNTY PUBLIC HEALTH

Signature



Signature

Melanie Gillespie

Print Name

David Madore

Print Name

Executive Director

Title

Chair, Board of County Councilors

Title

Date

9/15/15

Date



Appendix C: Contract Provisions

- 1. Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subrecipients on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- 4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.



Appendix D: Contractor Monitoring Certification

Please read the following certifications and assurances in Section A and, if ALL are true, please sign and date in the space provided. If you cannot provide positive certification in Section A, please complete Section B (and provide appropriate documents). After which please return this letter and any necessary attachments at your earliest convenience.

Section A

I hereby certify that for fiscal year ended _____

- Financial statements received an unqualified opinion from our independent certified public accountants; and
- The administration of our Federal projects has been audited in accordance with OMB Circular A-133 and there were no material instance of noncompliance with Federal laws and regulations or reportable conditions; and
- There are no findings in the single audit report that are specifically related to award(s) from ISUHSC; and
- There are no prior unresolved findings.

Section B

Please check one of the following boxes and provide all appropriate documents:

I hereby certify that for fiscal year ended _____

We have completed our OMB Circular A-133 audit, and material noncompliance issues and / or reportable conditions were noted. Enclosed is a copy of the audit package as prescribed in A-133, 5 320, subparagraph (c) and our response.

We have not yet completed our OMB Circular A-133 audit. We expect the audit to be completed by _____. Within 30 days of completion, we will provide either the positive certifications in Section A or a response as required in Section B

We did not expend \$500,000 or more in Federal awards during the related fiscal year and therefore-are not subject to the requirements of OMB Circular A-133.

FOUNDATION FOR HEALTHY
GENERATIONS

CLARK COUNTY PUBLIC HEALTH

Signature



Signature

Melanie Gillespie

Print Name

David Madore

Print Name

Executive Director

Title

Chair, Board of County Councilors

Title

Date

9/15/15

Date



Budget: Appendix E

	Program Strategy 1	Program Strategies 2-4	Total
Program Strategies	\$26,347	\$22,834	\$49,181
Indirect (22%)	\$5,796	\$5,023	\$10,819
Total	\$32,143	\$27,857	\$60,000