California Community Transformation Initiative
Subaward no. _____

This agreement is entered into on the subscribed date by the Public Health Institute ("PHI"), 555 12th Street, 10th Floor, Oakland, CA 94607-4046, TEL: 510-285-5500, FAX: 510-285-5501 ("PHI") and Tulare County ("Subrecipient").

1.0. Purpose of subaward. California's *Public Prevention Health Fund: Community Transformation Grant* (no. 1U58DP003677-01) was awarded to PHI by the US Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion ("CDC"). The award provides financial assistance for the California Community Transformation Initiative ("CACTI"), a multi-institutional collaborative initiative. This agreement is a subaward under the CACTI grant. Subrecipient is a California state or local government agency.

2.0. Term of subaward. The term of this subaward will be from September 30, 2011 to September 29, 2016.

3.0. Program activities. Subrecipient will participate in CACTI by carrying out the activities described in Exhibit A (Scope of Work).

4.0. Payment. Subject to availability of funding, PHI will reimburse Subrecipient on a quarterly basis, in arrears, for allowable costs (as defined in section 6.0 of this subaward) incurred in the performance of the program activities described in Exhibit A (Scope of Work) and in accordance with Exhibit B (Budget), provided that PHI is not obliged to reimburse Subrecipient for costs incurred in excess of available funds as provided in section 5.0 of this subaward. The maximum amount payable under this subaward is $253,000.00.

5.0. Availability of funding. The CACTI grant provides for incremental funding in annual intervals commencing on September 30 and ending on September 29 of the following year. Funding is currently available for Year 1 (September 30, 2011-September 29, 2012) of this award in the amount stated in the Year 1 budget in Exhibit B. Funding for Years 2 through 5 is subject to the availability of funds and satisfactory progress. Subrecipient has no obligation to carry out the scope of work in Year 2 or in subsequent years, and PHI has no obligation to reimburse Subrecipient for costs incurred in Year 2 or in subsequent years, unless and until PHI provides written notice to Subrecipient of the availability and amount of funding for the year.

6.0. Allowable costs. The allowability of Subrecipient's costs will be determined in accordance with OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments (2 CFR part 225). Amounts paid to Subrecipient that are determined by audit or otherwise to be unallowable will be deducted from subsequent payments due Subrecipient, or Subrecipient will refund such amounts to PHI on demand.

7.0. Invoices. Invoices will be submitted in triplicate on a form acceptable to PHI with supporting documentation as PHI may require, including but not limited to name and address of Subrecipient, subaward number, time period covered by the invoice, current period expenditures, cumulative expenditures and remaining balance by line item, and

the original signature of Subrecipient's authorized representative. The signature of Subrecipient's authorized representative certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds invoiced are being used in accordance with applicable federal cost principles, regulations and Budget and Congressional intent of the President. The final invoice is due no later than 60 days after the date of expiration of the term or termination of the subaward. PHI may, at its sole discretion, approve an extension of the deadline for submission of a final invoice if requested by Subrecipient.

8.0. Termination and suspension. PHI may suspend or terminate this subaward at any time by giving 30 days written notice of suspension or termination to Subrecipient if the prime grant is suspended or terminated in whole or in relevant part, or if Subrecipient materially fails to comply with any of the terms and conditions of this subaward. Either party may terminate this subaward without cause upon 30 days written notice to the other party. If Subrecipient sends or receives a notice of suspension or termination, Subrecipient will cancel as many outstanding obligations as possible. On the date of suspension or termination Subrecipient will stop work and Subrecipient will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime grant, PHI will pay Subrecipient for costs incurred prior to the date of suspension or termination, including uncancellable obligations.

9.0. Incorporation by reference.

9.1. The terms and conditions that are included within or incorporated by reference into the CACTI Notice of Award (attached as Exhibit C), including without limitation the grant program legislation and program regulations cited in the Notice of Awards, the restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent, 45 CFR Part 74 or 45 CFR Part 92, as applicable, the HHS Grants Policy Statement including addenda in effect as of the beginning date of the budget period, and the terms and conditions in section IV of the CACTI Notice of Award, are hereby incorporated by reference into this subaward.

9.2. Subrecipient will be subject to, and will comply with the requirements of, the terms and conditions of the CACTI Notice of Award that apply to state, local and Indian tribal government subrecipients. For the removal of doubt, the following provisions of the CACTI Notice of Award, section IV, shall not apply to Subrecipient: Notes 2, 3, 4, 5, 6, 14, 25, 26, 27, 29.

9.3. In the event of a conflict between the applicable terms and conditions of the CACTI Notice of Award and this agreement, this agreement shall govern.

9.4. If an applicable term or condition of the CACTI Notice of Award requires notice to CDC, submission of programmatic, financial or other reports to CDC, prior approval from CDC, or other similar communications between CDC and the recipient, Subrecipient will notify PHI, submit reports to PHI, obtain prior approval from PHI, and communicate other matters directly to PHI, in the time and manner prescribed in the applicable term or condition or as directed by PHI.

10.0. Audit and inspection. Subrecipient will preserve and retain all of its financial records, statistical records, supporting documentation, and all other books, records, documents, papers and other materials pertinent to this subaward for the record retention periods specified in 45 CFR part 92. Subrecipient will make the foregoing financial and other records and materials available to PHI and its independent auditor, the funding agency, the funding agency Inspector General, the U.S. Comptroller General and any of their duly authorized representatives for the purpose of audit, examination, excerpt, copying, and transcription in accordance with 45 CFR part 92.

11.0. Audit filing compliance. Subrecipient will comply with the federal audit requirements of OMB Circular A-133, if applicable, including providing a copy of its reporting package to PHI if required by the circular. Subrecipient will take appropriate and timely action to follow up and correct all audit findings. Subrecipient will cooperate with PHI in its efforts to comply with OMB Circular A-133 subsection 400(d)(3), which requires that PHI monitors the activities of Subrecipient as necessary to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

12.0. FFATA reporting. Subrecipient will furnish its Data Universal Numbering System (DUNS) number to PHI and Subrecipient will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, "Reporting Subaward and Executive Compensation Information.

13.0. Assurance of compliance. Subrecipient will comply with all applicable federal statutes, regulations, and policies (including income tax regulations), and all applicable state and local laws and ordinances. Subrecipient certifies that it has an Assurance of Compliance with the following statutes on file with the HHS Office of Civil Rights: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; and the Age Discrimination Act of 1975.

14.0. Byrd Amendment. Subrecipient will comply with 31 U.S.C. 1352 "Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Matters" and implementing HHS regulations at 45 CFR Part 93. If this agreement exceeds $100,000, Subrecipient certifies by signing this agreement that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf 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 award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement, provided that if any funds other than federal appropriated funds have been or will be paid to any person for the above-noted purposes in connection with this subaward, Subrecipient will complete and submit to PHI Standard Form-LLL "Disclosure Form to Report Lobbying." Subrecipient will incorporate the requirements of this clause in all nonexempt lower tier agreements, require subrecipients to certify and disclose to Subrecipient, and forward the documentation to PHI.

15.0. Debarment certification. Subrecipient represents to the best of its knowledge by signing this agreement that neither it nor its principals (including research personnel) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subrecipient will comply with 2 CFR 180.300 through 180.365 relating to

nonprocurement debarment and suspension, including incorporating the requirements of this section in all nonexempt lower tier agreements.

16.0. Nondeliquency on Federal debt: Subrecipient represents to the best of its knowledge that it is not delinquent in repaying any federal debt.

17.0. Principal contacts. Marion B. Standish, JD, Director, California Community Transformation Initiative, 555 12th Street, 10th floor, Oakland, CA 94607, (510) 285-5500, mstandish@phi.org is Subrecipient's principal point of contact for purposes of the technical and programmatic aspects of this subaward. PHI may designate a new principal contact by written notice to Subrecipient. Subrecipient's project director is _____. The project director will receive technical and programmatic direction from Ms. Standish or her designee(s). The project director is responsible for the day-to-day management and overall accomplishment of Subrecipient's program as described in the Scope of Work. The project director may not be replaced or reassigned without PHI's written approval.

18.0. Business representatives. Evelyn Unseld, Grants and Contracts Specialist, 555 12th Street, 10th floor, Oakland CA 94607-4046, (510)-285-5546, evelyn.unseld@phi.org. is PHI's principal point of contact for official notices, submission of invoices, financial reports and similar communications. An individual with similar responsibilities will be designated by Subrecipient.

19.0. Additional provisions.

19.1. Interfering conditions. If either party encounters difficulty in meeting performance requirement and responsibilities, anticipates difficulty, or has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, the party will immediately notify the other party giving pertinent details. This notification shall be informational only.

19.2. Force Majeure. Neither party shall be responsible for any interruption, delay, failure or deficiency of performance of the terms of this Agreement arising from acts of God, acts of the Government in its sovereign and not contractual capacity, fires, floods, earthquakes, epidemics, strikes or labor unrest, freight embargoes, unusually severe weather, shortage of supplies or materials where such supplies or materials were unobtainable from an alternate source, acts of war or terrorism, or domestic unrest.

19.3. Independent contractor. Subrecipient is an independent contractor and Subrecipient's governing body, officers, employees, contractors and agents will not be considered employees or agents of PHI or CDC for any purpose.

19.4. Lower-tier parties. Subrecipient will require its subrecipients, subcontractors, suppliers, employees, independent contractors and agents to comply with the applicable provisions of this subaward.

19.5. Severability. If any provision of this subaward is held in conflict with law, the validity of the remaining provisions will not be affected.

19.6. Entire agreement. The terms of this Agreement are intended by the parties as a final expression of their Agreement with respect to such terms as are included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous Agreement.

19.7. Captions. Captions are for convenience and reference only and are not intended to affect the interpretation of this subaward.

19.8. Exhibits and Schedules. All exhibits and schedules attached to this subaward are hereby incorporated by reference into, and made a part of, this subaward.

19.9. Notices. Notices and other communications hereunder are deemed given three business days after the date of mailing by certified mail to the address set forth at the beginning of this agreement.

19.10. Survival of Obligations. The obligations of the parties set forth in the following paragraphs shall survive termination or expiration of this agreement are: 10, 11, and other provisions which, by the nature of their terms, shall survive.

19.11. Governing Law. The validity, construction, and effect of this subaward will be governed by the laws of the United States of America and the State of California.

[Signatures Follow on Separate Page]

Agreement No._____

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by their respective officers thereunto duly authorized all as of the date written.

Public Health Institute:	**Subrecipient:**
_____	_____
Signature	Signature
Karen S. Frost, CPA Director of Operations	_____
Name/Title	Name/Title
_____	_____
Date	Date

APPROVED AS TO FORM:
COUNTY COUNSEL

By_____
Deputy (2011/2001)

Exhibit "A"

Tulare County Health Department

California Community Transformation Initiative

I. By January 31, 2012 provide name, job description and contact information of all staff responsible for California Community Transformation Initiative (CACTI) program oversight, implementation and management.

II. By January 31, 2012 provide a completed budget reflecting annual expenditures from October 1, 2011 – September 30, 2012.

III. By March 5, 2012 provide an action plan (using the Community Transformation Implementation Plan template) that includes reportable milestone activities, timeline and measurement to address:

a. Tobacco Free Living with a focus on smoke free multi-unit housing.

b. Healthy Eating and Active Living with a focus on limiting access to sugar sweetened beverages.

c. High Impact Evidence-based Clinical and Preventive Services with a focus on linkages and the Department of Public Health approved evidence based chronic disease self management program.

d. Health and Safe Physical Environments with a focus on improving the built environment through safe routes to school policies and land use planning.

IV. Within each of the above-referenced action plans specifically identify how CACTI activities will achieve reductions in health disparities, specifically among low income residents, involve community residents and engage youth.

V. By March 30 2012 complete a logic model with Samuel and Associates that integrates the above referenced action plans and any subsequent negotiated changes with PHI.

VI. By March 5, 2012 form a leadership team to oversee and support CACTI goals and activities that includes representation from diverse sectors within the community.

VII. Attend a minimum of 1 in person CACTI meeting and 12 telephonic/video conference CACTI meetings in 2012.

VIII. Participate in a minimum of 3 trainings in each of the above-referenced four strategic directions in 2012.

IX. Participate in a CACTI wide evaluation, including data collection and data sharing, as negotiated with PHI.

X. Develop a minimum of 3 local stories in 2012 that highlight CACTI activities in each of the above-referenced four strategic directions.

XI. Comply with all performance and fiscal reporting requirements and timelines in the format supplied by the Public Health Institute.

Exhibit B

Community Transformation Grant
Subaward Budget

EXPENSES		BUDGET
PERSONNEL		
Salaries	$	55,098.97
PTO		
Fringe	$	17,608.97
PTO		
Total Personnel	$	72,707.94
OPERATING EXPENSES		
TRAVEL	$	842.55
OTHER		
Office supplies	$	1,170.00
Office rent		
Communications	$	25,000.00
Reproduction & printing	$	25,000.00
Postage & delivery	$	5,000.00
Professional development	$	5,000.00
Consultants / Services	$	5,000.00
Educational Materials	$	5,000.00
Incentives	$	1,000.00
Total Operating	$	73,012.55
SUBAWARDS	$	100,000.00
TOTAL DIRECT COSTS	$	245,720.49
INDIRECT COSTS	$	7,279.35
TOTAL EXPENSES	$	252,999.84

Notice of Award

COOPERATIVE AGREEMENTS
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR CHRONIC DISEASE PREV AND HEALTH PROMO

Issue Date: 09/26/2011

Grant Number: 1U58DP003677-01

Principal Investigator(s):
MARY A PITTMAN, DPH

Project Title: Public Prevention Health Fund: Community Transformation Grants

PRESIDENT
MARY A. PITTMAN
555 12TH STREET
10TH FLOOR
OAKLAND, IL 60606

Budget Period: 09/30/2011 – 09/29/2012
Project Period: 09/30/2011 – 09/29/2016

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of $5,926,365 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to PUBLIC HEALTH INSTITUTE in support of the above referenced project. This award is pursuant to the authority of 301A,311BC,317K2(42USC241A,243BC247BK2) and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Mildred Garner
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U53DP003677-01

Award Calculation (U.S. Dollars)

Salaries and Wages	$736,623
Fringe Benefits	$257,820
Personnel Costs (Subtotal)	$994,443
Supplies	$18,842
Travel Costs	$77,268
Other Costs	$142,189
Consortium/Contractual Cost	$4,485,254
Federal Direct Costs	$5,717,996
Federal F&A Costs	$208,369
Approved Budget	$5,926,365
Federal Share	$5,926,365
TOTAL FEDERAL AWARD AMOUNT	$5,926,365
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$5,926,365

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02	$5,926,365
03	$5,926,365
04	$5,926,365
05	$5,926,365

Fiscal Information:

CFDA Number: 93.531
EIN: 1941646278A1
Document Number: 003677CO11

IC	*CAN*	*2011*	*2012*	*2013*	*2014*	*2015*
DP	939ZMNL	$5,926,365	$5,926,365	$5,926,365	$5,926,365	$5,926,365

SUMMARY TOTALS FOR ALL YEARS		
YR	**THIS AWARD**	**CUMULATIVE TOTALS**
1	$5,926,365	$5,926,365
2	$5,926,365	$5,926,365
3	$5,926,365	$5,926,365
4	$5,926,365	$5,926,365
5	$5,926,365	$5,926,365

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:
PCC: N / **OC:** 4141

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U58DP003677-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U58DP003677-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – DP Special Terms and Conditions – 1U58DP003677-01

Cooperative Agreement
Funding Opportunity Announcement (FOA) Number: CDC-RFA-DP11-1103PPHF
Award Number: U58DP003677-01
Category B: Implementation

TERMS AND CONDITIONS OF THIS AWARD

NOTE 1. INCORPORATION: Funding Opportunity Announcement Number CDC-RFA-DP11-1103PPHF entitled, U.S. Department of Health and Human Services (HHS), Centers for Disease Control and Prevention (CDC), Patient Protection and Affordable Care Act (ACA), Public Health Prevention Fund: Community Transformation Grants, and the application dated 07/15/2011, are hereby made a part of this ACA award by reference.

NOTE 2. APPROVED FUNDING: Funding in the amount of $5,926,365.00 is approved for the Year 01 budget period, which is September 30, 2011 through September 29, 2012. This is the first budget year of a five year project period. This award is funded with Patient Protection and Affordable Care Act (ACA), funds.

NOTE 3. SUMMARY STATEMENT RESPONSE REQUIREMENT: The objective review summary comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these statements must be submitted to and approved, in writing, by the Grants Management Specialist as noted in the CDC Contact section of this Notice of Award, not later than October 24, 2011. Should these terms not be satisfactorily adhered to, it may result in denial of your authority to expend additional funds.

NOTE 4. REVISED BUDGET SPECIAL CONDITIONS:

You are required to submit a revised budget, detailed narrative justification and work plan by October 24, 2011. You will be contacted within the next ten (10) days via email regarding upcoming budget discussions. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you must submit a letter explaining the reason and state the date by which the Grants Management Specialist noted in Section IV. Staff Contacts will receive the information.

RURAL OR FRONTIER AREAS(If applicable)

Grantee is required to direct a minimum of 20% of total funds awarded to rural or frontier areas. CDC NCCDPHP will ensure that a minimum of 20% of total funds awarded are directed to rural or frontier areas.

PLEASE SEE ATTACHED - ADDITIONAL REQUIREMENTS-

Restricted Costs as stated in the FOA, Section IV, Application and Submission are as follows:
a. No part of any appropriated funds used under this cooperative agreement 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, radio, television, or video presentation designed to support or defeat legislation pending or proposed before the Congress or any State or local legislature, including city councils or ballot initiatives except in presentation to the Congress or any State or local legislature, including city councils, itself.
b. (b) No part of any appropriated funds used under this cooperative agreement 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 legislation or appropriations pending or proposed before the Congress or any State or local legislature or city council.
c. Recipients may not use funds for research.
d. Recipients may not use funds for clinical care.
e. Recipients may only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
f. Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. However, if equipment purchase is integral to a selected strategy, it will be considered. Any such proposed spending must be identified in the budget.
g. Recipients may not use funding for construction.
h. The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
i. Reimbursement of pre-award costs is not allowed.
j. Recipients may not use funds for abortions in accordance with Executive Order 13535.
k. If requesting indirect costs in the budget, a copy of the indirect cost rate agreement is required. If the indirect cost rate is a provisional rate, the agreement should be less than 12 months of age. The indirect cost rate agreement should be uploaded as a PDF file with "Other Attachment Forms" when submitting via Grants.gov.

Plans and Due Dates
The following Plans are due to the Project Officer listed under Programmatic contact in NOTE 30:

A. Final Capacity Building Plan due to CDC Project Officer by December 30, 2011 Capacity Building awardees
B. Final Implementation Plan due to CDC Project Officer by January 30, 2011 (Implementation awardees)
C. Final Evaluation Plan due to CDC Project Officer by February 29, 2012 (Implementation awardees)

NOTE 5. PATIENT PROTECTION AND AFFORDABLE CARE ACT (ACA) SUB-ACCOUNT INFORMATION:

IMPORTANT: There are separate reporting requirements for these funds which are spelled out under the PAYMENT INFORMATION on NOTE 25 of these terms and conditions).
Every grantee has a PIN that is matched to an account number that allows grantees access to funds in the General or "G" Account and the "P" Account obligated by the Government to that grantee. The "G" account contains all funding obligated to that grantee by any governmental agency. In making a payment in response to a grantee request from the "G" account, the Government is acknowledging that there are enough funds in the sum of available cash from its aggregate awards, to fulfill this request. The "G" account designation is comprised of the alpha numeric numbers of the award type followed by the grantee award number e.g. U58DP001234.

The "P" Account is a Sub-account created specifically for the purpose of tracking designate types of funding in the Payment Management System. Sub-accounts or "P" Accounts have been established in the Payment Management System. The "P" accounts are comprised of the numerical numbers from the original award plus a suffix denoting the separate programmatic obligation.

FOR THIS BUDGET PERIOD FUNDING YEAR, SEPTEMBER 30, 2011 THRU SEPTEMBER 29, 2012, FUNDS WILL BE IN THE ?P? Sub-account. These funds are to be managed on a separate budget from your prior ?G? account. They are not to be co-mingled at any time.

The ACA Sub-Account Title in the DHHS Payment Management System (PMS) is: CMTYTRANGRANTS11 and must be used by your organization when requesting these funds in PMS.
The ACA Sub-Account Number in the DHHS Payment Management System (PMS) is: (001234C011) insert 6 digit grantee number plus the subaccount ?document pattern
All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

NOTE 6. INDIRECT COSTS: Indirect Costs/Facilities Administration Rates are based on the current approved negotiated rate agreement dated November 2, 2010.

Type: Fixed
Effective: 01/1/11 to 12/31/11
Rate: 16.30%
Location: On-Site
Applicable to: All programs except Alcohol Research Group

Base: Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations) subawards and flow-through funds.

NOTE 7. REPORTING REQUIREMENTS:

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS:

All recipient organizations must obtain a DUN and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as the Universal Identifier when applying for Federal grants or cooperative agreements. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. An AOR should be consulted to determine the appropriate number. If the organization does not have a DUNS number, an AOR should complete the US D&B D-U-N-S Number Request Form or contact Dun and Bradstreet by telephone directly at 1-866-705-5711 (toll-free) to obtain one. A DUNS number will be provided immediately by telephone at no charge. Note this is an organizational number. Individual Program Directors/Principal Investigators do not need to register for a DUNS.

Additionally, all recipient organizations must register in the Central Contractor Registry (CCR) and maintain the registration with current information at all times during which it has an application under consideration for funding by CDC and, if an award is made, until a final financial report is submitted or the final payment is received, whichever is later. CCR is the primary registrant database for the Federal government and is the repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR internet site at www.ccr.gov
If an award is granted, the grantee organization must notify potential sub-recipients that no organization may receive a subaward under the grant unless the organization has provided its DUNS number to the grantee organization.

FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA):

All information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This 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 Pub. L. No. 107-347.
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 this data, subject to all applicable laws protecting security, privacy, and research. If and 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 agencys 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, visit website:

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT of 2006:

(X) FFATA DOES APPLY: THE GRANTEE MUST FOLLOW THIS SECTION

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.

A. Reporting of first-tier subawards.
1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, 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 subaward to an entity (see definitions in paragraph E. of this award term).
2. Where and when to report.
i. You must report each obligating action described in paragraph A.1. of this award term to http://www.fsrs.gov.
ii. For subaward 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).
3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.
B. Reporting Total Compensation of Recipient Executives.
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-
i. The total Federal funding authorized to date under this award is $25,000 or more;
ii. In the preceding fiscal year, you received-

(a) 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 170.320 (and subawards); and
(b) $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 170.320 (and subawards); and
iii. 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. 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).
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
i. As part of your registration profile at http://www.ccr.gov.
ii. By the end of the month following the month in which this award is made, and annually thereafter.
C. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the sub-recipients five most highly compensated executives for the subrecipients preceding completed fiscal year, if-
i. In the subrecipients preceding fiscal year, the subrecipient received-
(a) 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 170.320 (and subawards); and
(b) $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 subawards); and
ii. 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. 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).
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
i. To the recipient.
ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
D. Exemptions
If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
i. Subawards, and
ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 CFR Part 25:
i. A Governmental organization, which is a State, local government, or Indian tribe;
ii. A foreign public entity;
iii. A domestic or foreign nonprofit organization;
iv. A domestic or foreign for-profit organization;
v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
ii. The term does not include your 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).
iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
i. Receives a subaward from you (the recipient) under this award; and
ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipients or subrecipients preceding fiscal year and includes 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 the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. 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.
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 is not tax-qualified.
vi. 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.

NON-DELINQUENCY ON FEDERAL DEBT:

The Federal Debt Collection Procedures Act of 1990 (Act), 28 U.S.C. 3201(e), provides that an organization or individual that is indebted to the United States, and has a judgment lien filed against it, is ineligible to receive a Federal grant. CDC cannot award a grant unless the AOR of the applicant organization (or individual in the case of a Kirschstein-NRSA individual fellowship) certifies, by means of his/her signature on the application, that the organization (or individual) is not delinquent in repaying any Federal debt. If the applicant discloses delinquency on a debt

owed to the Federal government, CDC may not award the grant until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, CDC will take that delinquency into account when determining whether the applicant would be a responsible CDC grant recipient.
Anyone who has been judged to be in default on a Federal debt and who has had a judgment lien filed against him or her should not be listed as a participant in an application for a CDC grant until the judgment is paid in full or is otherwise satisfied. No funds may be used for or rebudgeted following an award to pay such an individual. CDC will disallow costs charged to awards that provide funds to individuals in violation of this Act.
These requirements apply to all types of organizations and awards, including foreign grants.

NOTE 8. ANNUAL FEDERAL FINANCIAL REPORT (FFR, SF 425):

a) ANNUAL FEDERAL FINANCIAL REPORT (FFR) (SF425): is required 90 days after the end of each budget period. The FFR for this budget period is due to the Grants Management Specialist by December 29, 2012. Reporting timeframe is 09/30/2011 through 09/29/2012. The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. If the FFR is not finalized by the due date, an interim FFR must be submitted, marked NOT FINAL, and an amount of un-liquidated obligations must be identified that reflect unpaid expenses. Electronic versions of the form can be downloaded into Adobe Acrobat and completed on-line by reviewing, http//www.whitehouse.gov/omb/grants/sf425a.pdf (short form) or http//www.whitehouse.gov/omb/grants/sf425.pdf

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a letter explaining the reason and date by which the Grants Officer will receive the information.

b) ANNUAL PROGRESS REPORT:

The Annual Progress Report is due 90 days following the end of the budget period on December 29, 2012. Reporting timeframe is 09/30/2011 through 09/29/2012. The report must include:
- A comparison of actual accomplishments to the goal established for the period;
- The reasons for failure, if established goals were not met; and
- Other pertinent information including, when appropriate, analysis and explanation of performance costs significantly higher than expected.

SEMI-ANNUAL PROGRESS REPORTING

Each funded applicant must provide CDC with a semi-annual Interim Progress Report submitted via www.grants.gov: This report should document progress to meeting programmatic objectives and include success stories related to efforts under the grant.
1. The interim progress report is due no less than 120 days before the end of the budget period. The Interim Progress Report will serve as the non-competing continuation application, and must contain the following elements:
a. Standard Form (?SF?) 424S Form.
b. SF-424A Budget Information-Non-Construction Programs.
c. Budget Narrative.
d. Indirect Cost Rate Agreement.
e. Project Narrative.

Additionally, funded applicants must provide CDC with an original, plus one hard copy of the following reports:
2. Federal Financial Report* (FFR) (SF 425) and annual progress report, no more than 90 days after the end of the budget period.
3. Final performance and Federal Financial Reports*, no more than 90 days after the end of the project period.

Note: An original plus two copies of the reports must be mailed to the Grants Management Specialist for approval by the Grants Management Officer by the due date. All reports must include the Award and Program Announcement numbers shown above.

NOTE 9. AUDIT REQUIREMENT: An organization that expends $500,000 or more in a 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, Audit of States, Local Governments, and Non-Profit Organizations. The audit must be completed along with a data collection form, and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditors report(s), or nine months after the end of the audit period. The audit report must be sent to:
Federal Audit Clearing House
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov
It is very helpful to CDC managers if the recipient sends a courtesy copy of completed audits and any management letters on a voluntary basis to the following address.
Centers for Disease Control and Prevention (CDC)
ATTN: Audit Resolution, Mail Stop E-14
2920 Brandywine Road
Atlanta, GA 30341-4146

The grantee is to ensure that the sub-recipients receiving CDC funds also meet these requirements (if total Federal grant or cooperative agreement funds received exceed $500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantees own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipients records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

NOTE 10. SUBGRANT/SUBRECIPIENT AWARDS: Seed Grants/Sub-Grants ARE NOT authorized under this program or included in Program authorizing legislature. As a result, the recipient is not permitted to fund seed grants or sub-grants. Recipient must issue proposed funding as a procurement requirement per the organizations established procedures.

NOTE 11. TRAVEL COST: In accordance with Health and Human Services (HHS) Grants Policy Statement, travel is only allowable for personnel directly charged and approved on the grant/cooperative agreement. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the Notice of Award. To prevent disallowance of cost, Recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organizations established travel policies and procedures. When travel procedures are not in place, the Government Travel Regulations are applicable. The URL for travel is found at:
Per diem: http://policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd01d.html
(add taxes to lodging);Airline Flights: http://www.fedtravel.com/gsa/

Required CDC Travel:

Specific travel requirements for CTG 1 are listed below:

Meeting	# of Staff	# of Days	Dates	Location
CTG Kick-Off Meeting	3-4 Staff Members	3.5 days	October 24-27, 2011	Atlanta
**CTG Action Institute 1	8-10 Team Members	3.5 days	November 29- December 2, 2011	Atlanta
**CTG Action Institute 2	8-10 Team Members	3.5 days	December 5- 8, 2011	Atlanta
**CTG Action Institute 3	8-10 Team Members	3.5 days	December 12-15, 2011	Atlanta

**Action Institutes are content-specific for capacity building and implementation awardees. Awardees are not required to attend all three Action Institutes. CDC will provide additional details about each institute so that awardee can determine which is most appropriate for the organization.

NOTE 12. FOOD AND MEALS: Costs associated with food or meals are NOT permitted unless included with per diem as a part of official travel.

Per HHS Policy food is ?Generally unallowable except for the following: 1.) For subjects and patients under study; 2.) As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

NOTE 13. PRIOR APPROVAL: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request must be postmarked no later than 120 days prior to the end date of the current budget period and submitted with an original plus two copies. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests:

1) Use of unobligated funds from prior budget period (Carryover);
2) Lift funding restriction, withholding, or disallowance,
3) Redirection of funds,
4) Change in Contractor/Consultant;
5) Supplemental funds;
6) Response to Technical Review or Summary Statement,
7) Change in Key Personnel

NOTE 14. CORRESPONDENCE: ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the FOA NUMBER and GRANT AWARD NUMBER, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed below and submitted with an original plus two copies.

Dana C. Ewing, Grants Management Specialist
Centers for Disease Control, PGO, Branch III
2920 Brandywine Road, Mail Stop 3719
Atlanta, GA 30341-4146
Telephone: (770) 488-2727
Fax: (770) 488-2778
Email: vfa8@cdc.gov

NOTE 15. INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

NOTE 16. PUBLICATIONS: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example: This publication (journal article, etc.) was supported by the Cooperative Agreement Number above from 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.

NOTE 17. CONFERENCE DISCLAIMER AND USE OF LOGOS:
Disclaimer: If a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily do not 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.

Logos: Neither the HHS nor the CDC logo may be displayed if such display would cause confusion as to the conference source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. 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. 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the Office of the Assistant Secretary for Public Affairs (OASPA).

Moreover, the Office of the Inspector General has authority to impose civil monetary penalties for violations (42 C.F.R. Part 1003). Neither the HHS nor the CDC logo can be used on conference materials, under a grant, cooperative agreement, and contract or co-sponsorship agreement without the expressed, written consent of either the Project Officer or the Grants Management Officer. It is the responsibility of the grantee (or recipient of funds under a cooperative agreement) 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.

NOTE 18. EQUIPMENT AND PRODUCTS: 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 recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organizations policy.

The grantee may use its own property management standards and procedures provided it observes provisions of the following sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92:

i. Office of Management and Budget (OMB) Circular A-110, Sections 31 through 37 provides the uniform administrative requirements for grants and agreements with institutions of higher education, hospitals, and other non-profit organizations. For additional information, please review: the following website: http://www.whitehouse.gov/omb/circulars/a110/a110.html
ii. 45 CFR Parts 74.32 and 74.34 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. For additional information. please review the following website listed:
http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

NOTE 19. LOBBYING RESTRICTIONS:

Applicants should be aware of restrictions on the use of HHS funds for lobbying of Federal or State legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients (and their sub-tier contractors) are prohibited from using appropriated Federal funds (other than profits from a Federal contract) for lobbying congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which Federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby. In addition no part of CDC appropriated funds, 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, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State or local legislature, except in presentation to the Congress or any State or local legislature itself. No part of the appropriated funds 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 legislation or appropriations pending before the Congress or any State or local legislature.

Any activity designed to influence action in regard to a particular piece of pending legislation would be considered "lobbying." That is lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives at the Federal or State levels to urge support of, or opposition to, pending legislative proposals is prohibited. As a matter of policy, CDC extends the prohibitions to lobbying with respect to local legislation and local legislative bodies.

The provisions are not intended to prohibit all interaction with the legislative branch, or to prohibit educational efforts pertaining to public health. Clearly there are circumstances when it is advisable and permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, it would not be permissible to influence, directly or indirectly, a specific piece of pending legislation
It remains permissible to use CDC funds to engage in activity to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement

prevention strategies; conduct community outreach services; provide leadership and training, and foster safe and healthful environments.
Recipients of CDC grants and cooperative agreements need to be careful to prevent CDC funds from being used to influence or promote pending legislation. With respect to conferences, public events, publications, and "grassroots" activities that relate to specific legislation, recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds. CDC also cautions recipients of CDC funds to be careful not to give the appearance that CDC funds are being used to carry out activities in a manner that is prohibited under Federal law.

NOTE 20. PROGRAM INCOME: Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative. The disposition of program income must have written prior approval from the Grants Management Officer. Additional Costs Alternative–Used for costs that are in addition to the allowable costs of the project for any purposes that further the objectives of the legislation under which the cooperative agreement was made. General program income subject to this alternative shall be reported on lines 10r and 10s, as appropriate, of the FSR (Long Form).

NOTE 21. KEY PERSONNEL: In accordance with 45 CFR 74.25(c) (2) & (3) CDC recipients shall obtain prior approval changes in key persons in cases where specified in an application (1) change in the project director or principal investigator or other key persons specified in the application or award document, and (2) the absence for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

NOTE 22: COMPLIANCE WITH EO13513, FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING: Effective October 1, 2009 this compliance is required. Grant recipients and sub-recipients to grant funds are prohibited from texting while driving a Government owned vehicle or when using Government furnished electronic equipment while driving any vehicle. This award is subject to the requirements of Executive Order (EO13513). For the full text of the award terms and conditions, please review the following website: http://www.cdc.gov/od/pgo/funding/addtl_Reqmnts.htm.

NOTE 23. TRAFFICKING IN PERSONS: This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award terms and conditions, please review the following website: http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

NOTE 24. ACKNOWLEDGMENT OF FEDERAL SUPPORT: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

NOTE 25. PAYMENT INFORMATION:

(IMPORTANT: Reference Patient Protection and Affordable Care Act (ACA) Sub-Account Information, NOTE 5)

AUTOMATIC DRAWDOWN (DIRECT/ADVANCE PAYMENTS):
Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.
a.) PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:
Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov

Website: http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true

Please Note: To obtain the contact information of DPM staff within respective Payment Branches refer to the links listed below:
University and Non-Profit Payment Branch:
http://www.dpm.psc.gov/contacts/dpm_contact_list/univ_nonprofit.aspx?explorer.event=true

Governmental and Tribal Payment Branch:
http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true

Cross Servicing Payment Branch:
http://www.dpm.psc.gov/contacts/dpm_contact_list/cross_servicing.aspx

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.
b.) ACA Payment Reporting Requirements - Expenditures must be reported on the 272 under the grant award number in which funds were obligated. In the "G" Account, one 272 is required; however, each budget year is considered a new grant award in the "P" Account, therefore, several 272?s must be reported for this account.

For Example:
Document number 0CCU123456 G-account - report one cumulative 272 report by document number; A separate 272 report must be reported for EACH document in the P-account.

NOTE 26. ACCEPTANCE OF THE TERMS OF AN AWARD: By drawing or otherwise obtaining funds from the grant payment system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer.

NOTE 27. CERTIFICATION STATEMENT: By drawing down funds, Awardee certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds drawn down are being used in accordance with applicable Federal cost principles, regulations and Budget and Congressional intent of the President.

NOTE 28. ADDITIONAL REQUIREMENTS: Awardees must comply with the administrative requirements outlined in 45 Code of Federal Regulations (CFR) Part 74 or Part 92 as appropriate. The Additional Requirements that apply to this grant or cooperative agreement are indicated below. The full text of the Additional Requirements may be found on the CDC web site at: http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm

- AR-7: Executive Order 12372 Review
- AR-8: Public Health System Reporting Requirements
- AR-9: Paperwork Reduction Act Requirements
- AR-10: Smoke-Free Workplace Requirements
- AR-11: Healthy People 2010
- AR-12: Lobbying Restrictions
- AR-14: Accounting System Requirements
- AR-15: Proof of Non-profit Status
- AR-16: Security Clearance Requirement
- AR-21: Small, Minority, And Women-owned Business
- AR 23: Compliance with 45 C.F.R. Part 87
- AR-26: National Historic Preservation Act of 1966
- AR-27: Conference Disclaimer and Use of Logos
- AR-29: Compliance with EO13513, "Federal Leadership on Reducing Text Messaging while Driving", October 1, 2009

NOTE 29. CDC STAFF CONTACTS:

Business and Grants Policy Contact

Vivian Walker, Grants Management Officer
Centers for Disease Control, PGO, Branch III

2920 Brandywine Road, Mail Stop E-09
Atlanta, GA 30341-4146
Telephone: (770) 488-2077
Fax: (770) 488-2778
Email: vew4@cdc.gov

Dana C. Ewing, Grants Management Specialist
Centers for Disease Control, PGO, Branch III
2920 Brandywine Road, Mail Stop 3719
Atlanta, GA 30341-4146
Telephone: (770) 488-2727
Fax: (770) 488-2778
Email: vfa8@cdc.gov

Programmatic Contact:

Shannon White, Project Officer
4770 Buford Hwy, NE MS -K30
Atlanta GA 30341
Telephone: 770-488-5295
Email address: srw4@cdc.gov

STAFF CONTACTS
Grants Management Specialist: Dana C Ewing

Grants Management Officer: Mildred Garner
Center for Disease Control and Prevention
PGO
2920 Brandywine Road, MS K-70
Atlanta, ga 30341
Email: mqg4@cdc.gov **Phone**: 770-488-2745 **Fax**: 770-488-2777

SPREADSHEET SUMMARY
GRANT NUMBER: 1U58DP003677-01

INSTITUTION: PUBLIC HEALTH INSTITUTE

Budget	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Salaries and Wages	$736,623				
Fringe Benefits	$257,820				
Personnel Costs (Subtotal)	$994,443				
Supplies	$18,842				
Travel Costs	$77,268				
Other Costs	$142,189	$5,926,365	$5,926,365	$5,926,365	$5,926,365
Consortium/Contractual Cost	$4,485,254				
TOTAL FEDERAL DC	$5,717,996	$5,926,365	$5,926,365	$5,926,365	$5,926,365
TOTAL FEDERAL F&A	$208,369				
TOTAL COST	$5,926,365	$5,926,365	$5,926,365	$5,926,365	$5,926,365

County of Tulare Budget Adjustment Form 12:37 PM

Date	Doc ID	APRD fm fm fy fy	Budget F/Y yy
01/18/12		7/12	12

Agency Name	Contact Person	Phone	Ext
HHSA	Jose Ruiz-Salas	624-8004	

Action** A,C,D	Fund	Dept		APPR #				Current Amount	Revised Amount	Inc / Dec Amt
C	001	142		1421			**LEVEL 1 Finish Here**	1,925,221	1,925,221	-
C	001	142		1422			**Appropriation Totals**	33,677	201,690	168,013
C	001	142		14233			This level may not	120,043	82,322	(37,721)
							balance due to			
							revenue lines posted			
							in level 2 below.			
Appropriations Total								2,078,941	2,209,233	130,292

Action** A,C,D	Fund	Dept	Unit	Appr #	Object	Rev		Current Amt	Revised Amount	Inc / Dec Amt
							LEVEL 2 Start Here			
C	001	142	1211	1421	1011		**Line Totals**	832,531	777,432	(55,099)
C	001	142	6029	1421	1011			576,594	631,693	55,099
C	001	142	1211	1421	1014			130,363	122,552	(7,811)
C	001	142	6029	1421	1014			92,476	100,287	7,811
C	001	142	1211	1421	1021			79,639	74,472	(5,167)
C	001	142	6029	1421	1021			53,195	58,362	5,167
C	001	142	1211	1421	1022			67,355	64,616	(2,739)
C	001	142	6029	1421	1022			42,469	45,208	2,739
C	001	142	1211	1421	1024			30,381	28,489	(1,892)
C	001	142	6029	1421	1024			20,218	22,110	1,892
Each fund must balance							Total Inc/Dec must be zero	$ 1,925,221	$ 1,925,221	$ -

Reason for Adjustment (To Avoid Correspondence, State Reason in Detail) — Perform a SMART BUDGET ROLL-UP before VALIDATING.

The Community Transformation Grant (CTG) is a new funding source originating from the Center for Disease Control via an independent non-profit, the Public Health Institute. The Public Health Department is requesting a budget adjustment to properly identify staff that will be working on this specific program and to allow for related expenditures.

Auditor and CAO Use Only
Checked By:_____
County Executive Office Action: No._____ Date:_____
( ) Approved ( ) Disapproved

By:_____
Board of Supervisors Action: No._____ Date:_____

Auditor Use Only
Entered By:_____
Date: _____
Distribution: 1: BOS/CAO/Auditor

**** Action Codes: A=Add, C=Change, D=Deactivate**

*** Whenever a 33XX account budget is adjusted, a corresponding 67XX account revenue budget must be adjusted in the billing agency.**
*** Whenever a 35XX account budget is adjusted, a corresponding 68XX account revenue budget must be adjusted in the billing agency.**
*** Whenever a 36XX account budget is adjusted, a corresponding 39XX account revenue budget must be adjusted in the billing agency.**

AUD 308 (Revised 04/04/07)

County of Tulare Budget Adjustment Form 12:37 PM

Date	Doc ID	APRD fm fm fy fy	Budget F/Y yy
01/18/12		7/12	12

Agency Name	Contact Person	Phone	Ext
HHSA	Jose Ruiz-Salas	624.8004	

Action** A,C,D	Fund	Dept		APPR #				Current Amount	Revised Amount	Inc / Dec Amt
							LEVEL 1 Finish Here			
							Appropriation Totals			
							This level may not			
							balance due to			
							revenue lines posted			
							in level 2 below.			
Appropriations Total								-	-	-
Action** A,C,D	Fund	Dept	Unit	Appr #	Object	Rev	**LEVEL 2 Start Here**	Current Amt	Revised Amount	Inc / Dec Amt
C	**001**	**142**	**6029**	**1422**	**2140**			**9,474**	**10,644**	**1,170**
C	**001**	**142**	**6029**	**1422**	**2150**			**7,203**	**137,203**	**130,000**
C	**001**	**142**	**6029**	**1422**	**2200**			**14,500**	**44,500**	**30,000**
A	**001**	**142**	**6029**	**1422**	**2202**			**0**	**1,000**	**1,000**
C	**001**	**142**	**6029**	**1422**	**2210**			**1,000**	**6,000**	**5,000**
C	**001**	**142**	**6029**	**1422**	**2220**			**1,500**	**2,343**	**843**
C	**001**	**142**	**6029**	**14233**	**3342**			**3,156**	**8,156**	**5,000**
C	**001**	**142**	**6029**	**14233**	**3099**			**116,887**	**124,166**	**7,279**
A	**001**	**142**	**6029**	**14233**	**3530**			**0**	**(50,000)**	**(50,000)**
C	**001**	**142**	**6029**			**7350**		**1**	**253,001**	**(253,000)**
C	**001**	**142**	**1211**			**7321**		**315,494**	**242,786**	**72,708**
A	**004**	**142**	**7011**			**6850**		**0**	**50,000**	**50,000**
Each fund must balance							Total Inc/Dec must be zero	**$ 469,215**	**$ 829,799**	**$ -**

Reason for Adjustment (To Avoid Correspondence, State Reason in Detail)

Perform a SMART BUDGET ROLL-UP before VALIDATING

Auditor and CAO Use Only

Checked By:_____

County Executive Office Action: No._____ Date:_____

( ) Approved ( ) Disapproved

By:_____

Board of Supervisors Action: No._____ Date:_____

Auditor Use Only

Entered By:_____

Date:_____

Distribution: 1: BOS/CAO/Auditor

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AUD 308 (Revised 04/04/07)