



SR # 2014-1403

STAFF REPORT

DEPARTMENT: Clark County Public Health

DATE: January 22, 2014

SPECIFIC REQUEST: Clark County Board of Health approval for contract HDC.568 with Cowlitz County and authorization for Public Health Director to sign amendments. This agreement provides funding required for activities under the Community Transformation Grant award. The allocation for this agreement is \$82,084.00.

PUBLIC HEALTH STRATEGIC INITIATIVES

- 1 - Ensure Public Safety and Increase Community Resilience
2 - Increase Opportunities for Healthy Living
3 - Increase Opportunities for Every Child to Have a Healthy Start
4 - Link Public Health, Primary Care, Behavioral Health, Oral Health, and Community Resources in Alignment With Health Care Reform
5 - Demonstrate Excellence in Local Public Health Practice and Management
Other

BACKGROUND

In support of strategic initiative 2, Clark County Public Health is designated as the regional hub in Washington State for federal Community Transformation Grant funding. The outcomes for this funding are to reduce death and disability from tobacco use, obesity, heart disease and stroke, and cancer. This will be accomplished through system changes addressing active living, healthy eating, tobacco free living, healthy and safe physical environments, and quality clinical preventive services.

COMMUNITY INVOLVEMENT

This project includes significant partnerships across the region. Salmon Creek Farmers Market, Vancouver Public Schools, WSU College of Nursing, the Commission on Hispanic Affairs, Highlands Community and Cowlitz and Wahkiakum Counties.

COMMUNITY IMPACTS

Increase health outcomes for Clark, Cowlitz and Wahkiakum Counties.

ACTION REQUESTED

- Clark County Board of Health approval for contract HDC.568 with Cowlitz County.
Authorization for Public Health Director to sign amendments.

BUDGET AND POLICY IMPLICATIONS

Funding is allocated under our current budget and is recognized under the approval of the Consolidated Contract with Washington Department of Health.

FISCAL IMPACT

- Yes (see attached form)
No



*Prevent disease * Promote healthy choices * Protect food, water and air * Prepare for emergencies*

DISTRIBUTION

Alan Melnick, Clark County Public Health
Jeff Harbison, Clark County Public Health
Tricia Mortell, Clark County Public Health
Cyndie Meyer, Clark County Public Health
Kathy Smith, Clark County Public Health
Belinda Walker, Clark County Public Health



Alan Melnick, MD, MPH
Clark County Public Health
Officer/Administrator

Approved: *COMMISSIONERS*
CLARK COUNTY BOARD OF HEALTH

~~Tom Mielke, Chair~~

~~David Madore, Board Member~~

~~Steve Stuart, Board Member~~

SR 17-14

PH 14-6

FISCAL 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 / Community Transformation Grant		\$82,084				
Total		\$82,084				

II. A – Describe the type of revenue (grant, fees, etc.) Grant for WIC services provided through the Department of Health Consolidated Contract.

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			\$82,084				
Total			\$82,084				

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$82,084				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		\$82,084				

Cowlitz County
INTERLOCAL AGREEMENT
RCW 39.34

A. EFFECTIVE DATE: October 1, 2013

B. PARTIES: **The Parties to this agreement are Cowlitz County Health Department, hereinafter referred to as LHJ, and Clark County, a municipal sub corporation of the State of Washington, hereinafter referred to as County.**

C. PREMISES: This agreement is made on the following premises:

County has been designated as the “Southwest Hub”, by the Healthy Communities Office, at the State of Washington, Department of Health.

The remainder of the parties is Local Health Jurisdictions (LHJ) within the SW Washington Region. The parties desire to enter into this Interlocal Agreement to work cooperatively for all purposes pursuant to Community Transformation Grant funding.

D. GENERAL PROVISIONS: Based on the mutual covenants contained herein, the parties agree as follows:

Duration. This agreement supersedes all prior agreements and amendments between the parties.

Purposes. The parties enter into this agreement for the following purposes:

- (a) To implement the requirements of Department of Health Consolidated Contract C16880.
- (b) To implement the strategies and outcomes as determined by Washington Department of Health and as described in the Statement of Work and incorporated herein as Attachment “A”.

Objectives and Methods. The individual program objectives to be achieved by the LHJ under this agreement, and the methods to be used in achieving those objectives, are those described in this agreement.

Method and Amount of Funding. Funding for the execution of this agreement shall be obtained from County. Consideration for the period October 1, 2013 through September 30, 2014, is \$82,084.00 for those services provided in the Statement of Work, attached hereto and incorporated herein, as Attachment "A" and in compliance with the Budget, attached hereto and incorporated herein, as Attachment “B”.

LHJ shall submit an invoice quarterly not later than the 30th day of the month following the period activities occurred in.

Indirect rates are limited to an agency’s Federally Negotiated Indirect Rate as defined under OMB Circular A-87. LHJ shall bill Clark for either the maximum indirect rate on the funding or the Federally Negotiated Indirect Rate for Cowlitz, whichever is lower.

The LHJ shall submit an invoice for each quarter of the calendar year. Invoices are due within thirty days of the end of each quarter. Upon receipt of properly executed invoices, back up documentation and all other reports due for the period, County shall pay the LHJ for its expenses. Invoices shall be mailed to the Finance Manager, at the address contained in this Agreement. The LHJ shall collect and maintain sufficient information to justify the costs listed in invoices submitted to the County, and make such records available at the request of the County. Examples of such records include but are not limited to:

- (a) Photocopies of invoices, receipts or packing slips for which financial reimbursement is requested. Receipts/invoices/packing slips must clearly show what was purchased with funds made available under this Agreement.
- (b) If the County is not being charged the full amount of the expense for which reimbursement is being requested a record indicating the amount that is being charged to the County shall be added to the receipt, invoice, or packing slip.
- (c) Evidence that payment has been made.
- (d) Backup documentation (timesheet) is required for employee wages.
- (e) A chart of accounts that demonstrates that funds included in this Agreement were used to implement those services provided in the Statement of Work, attached hereto and incorporated herein, as Attachment "A".

Definitions. If used in this contract, the following terms shall have the meanings set forth below:

- (a) "LHJ" shall mean the local health jurisdiction performing services under this contract.
- (b) "Contracting Officer" shall mean the person assigned those responsibilities within the County and his/her delegates within that office.
- (c) "County" shall mean Clark County Public Health, any division, section, office, unit or other entity of the County or any of the officers or other officials lawfully representing the County.
- (d) "Grant" shall mean a contribution or gift of cash or other asset to be used or expended for a specified purpose, activity, or facility.
- (e) "Subcontractor" shall mean a non-employee of the LHJ who is performing all or part of those services under this contract under a separate contract with the LHJ. The term "subcontractor" and subcontractors" shall apply to subcontractor(s) in any tier.
- (f) "Sub recipient" or "Sub grantee" shall mean a LHJ which expends federal awards received from the County (a pass-through entity) to carry out a federal program. A sub recipient may also be a recipient of other federal awards offered directly from a federal awarding agency. Payment received for goods or services provided as a vendor would not be considered federal awards and thus not subject to audit review as such. A sub recipient is an LHJ which: determines who is eligible to receive what federal financial assistance; has its performance measured against the objectives of the federal program; makes programmatic decisions; has the responsibility to adhere to federal compliance requirements; or uses federal funds to carry out the County's programs rather than provide goods and services for a program of another entity.
- (g) "Vendor" shall mean a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a federal program. A vendor operates in a competitive environment and is a provider

of goods or services, which are ancillary to the federal program, to many different purchasers during "normal" business hours. A "vendor" does not: determine who is eligible to receive what federal financial assistance; have its performance measured against the objectives of the federal program; make programmatic decisions; have the responsibility to adhere to federal compliance requirements; or use federal funds to carry out the County's programs rather than provide goods and services for a program of another entity.

Statement of Work. The LHJ shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment A, Statement of Work. The work performed by the LHJ shall be that set forth in this contract, unless changes or modifications are approved in writing by both parties.

Administration. Both parties agree to administer all programs funded in full or in part under this Agreement in accordance with all applicable federal, state statutes and contract requirements applicable to each program funded under this agreement, as well as local fire, health, sanitation and other standards prescribed in law, regulations or policies. The parties agree to comply with all applicable federal grants management policies, and state regulations, the Public Health Supplemental Handbook to the State BARS Manual, fiscal policies of the Department and Washington State Department of Health, and written program policies regarding allowable/non-allowable costs payable under this agreement. This includes but is not limited to compliance with: fiscal controls and generally accepted accounting principles to assure proper accounting for funds paid under this Agreement; the requirements of the Single Audit Act Amendments of 1996 and Circular A-133 which require a sub recipient who expends \$300,000 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 Circular A-133; terms and conditions of Federal OMB Circular A-87 and OMB Circular A-102, implemented through applicable portions of the associated "Common Rule" as promulgated in OMB Circular A-102 and codified in CFR by the responsible federal agency.

Savings. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to the normal completion, County may terminate the agreement under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

Records Maintenance. Both parties agree to maintain books, records, documents and other evidence, which are necessary for purpose of audit and sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration, the date of termination, the date of submission of the final financial status report or whichever is later, or until audit finding(s) have been resolved, unless otherwise stated in the program special requirements contained in this Agreement. During this period these records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, or federal auditors.

Information and reporting. The LHJ agrees to provide the necessary information required by the County to assure that program objectives defined in this agreement are met. Reports are due monthly and no later than the 5th of the month following the month activities occurred in. Data shall be reported to the Clark CTG Coordinator in a timely manner so that County can submit reports to the State of Washington, Department of Health as required by contract. The LHJ agrees to utilize all report forms and reporting formats required by the County at the effective date of this agreement.

Access to records. The LHJ agrees to provide the County and its auditors or their designees' immediate access to all records pertaining to this agreement including financial documents, program and sub-contractor activities related to this agreement. The County may request desk reviews and/or on site reviews. The LHJ agrees to correct areas of deficiency identified by the County.

Conflict of interest. The LHJ agrees to 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.

Governance. This contract is entered into pursuant to and under the authority granted by the agreement attached hereto and incorporated herein as Attachment D Governance Agreement.

Notice. All notices envisioned under this agreement shall be given by first class, United States Mail, postage prepaid and addressed as follows:

Cowlitz County Health and Human Services
900 Ocean Beach Highway Ste 1-B
Longview, Washington 98632
and
Clark County Public Health
PO Box 9825
Vancouver, Washington 98666-8825

All notices shall be deemed given no earlier than when properly deposited in the United States Mail. The postmark on the envelope bearing any notice shall be conclusive evidence of the date of the deposit in the mails of the United States.

Termination. Except as otherwise provided in this agreement, either party may terminate this agreement upon thirty (30) days written notification to the other party. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination. If any program element covered by this agreement is terminated, all other applicable provisions of the agreement remain in effect unless or until the entire agreement is terminated. If the termination is for default, the County shall determine the extent of the County's remaining obligation under the Agreement..

Method and Amount of Funding. Funds contracted to the County by the Washington State Department of Health for Community Transformation activities is the basis for this Agreement. If such funds are increased or reduced, this Agreement shall be amended.

Budgetary changes are made in conjunction with and approved by the Hub Leadership in accordance with Washington Department of Health. The Clark CTG Coordinator or his /her designee will inform the LHJ in writing of funds transferred between specific budget items as set forth in Budget, Attachment B.

- (a) Additional amendments may be made to increase or decrease funding by mutual written consent of LHJ and County.
- (b) LHJ may transfer contract funds identified in the Budget among direct expense categories, as long as the amount of the cumulative transfer does not exceed ten percent of the total contracted funds for the period

and does not change the Statement of Work.

Indemnification. LHJ shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts or omissions of County, its officers, employees and agents in the performance of this Agreement.

County shall indemnify, defend and hold harmless LHJ from and against all liability, loss and costs arising out of or resulting from the acts or omissions of LHJ, its officers, employees and agents in the performance of this Agreement.

Authorization. The persons signing this agreement on behalf of the parties represents that each has authority to execute this agreement on behalf of the party entering into this agreement.

E. PERFORMANCE REVIEW/PAYMENT:

1. The County shall pay the LHJ as detailed in Attachment "A" Statement of Work, for those activities provided herein. For each activity area, reimbursed expenditures shall not exceed the amounts outlined.
2. The County may withhold payment to LHJs at any time during the contract period if it is determined that the LHJ has not adequately performed the contract requirements or has not submitted the deliverables as defined the Statement of Work (Attachment A). The County may withhold payment equal to the proportion of work performed or proportion of deliverable received and deemed satisfactory by the County.
3. In the event funding from state, federal or other sources, shown in Statement of Work (Attachment A) is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the County may terminate or amend the contract or part thereof under the termination or amendment clause as applicable.

F. SUBCONTRACTS:

The LHJ may subcontract for the provision of any of the services specified in this agreement, following applicable solicitation policies, subject to the following:

1. The LHJ shall assure all subcontractor agreements are reviewed Washington State Department of Health and County for approval prior to executing agreements.
2. Any executed subcontract shall require the subcontractor to comply with all applicable term and conditions of this agreement.

LHJ shall assure subcontractor(s) comply with all applicable certifications and assurances related to this funding source.

In no event shall the existence of the subcontract operate to release or reduce the liability of the LHJ to the County for any breach in the performance of the LHJ's duties.

In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

LHJ shall assure subcontractors have an Indirect Rate Plan to bill overhead to a Federal funding source.

G. ASSURANCES:

The LHJ agrees to the certifications as set forth and incorporated herein as Attachment C Certifications and Assurances. In the event of non-compliance with these certifications the agreement may be rescinded canceled or terminated in whole or in part and the LHJ may be declared ineligible for further contracts with the County. The LHJ shall, however, be given a reasonable time in which to resolve such noncompliance. Disputes shall be resolved in accordance with the procedure set forth in Attachment D Governance Agreement.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Attest:

~~BOARD OF HEALTH~~ **Commissioners**
FOR CLARK COUNTY, WASHINGTON

Rebecca Jitto
Clerk to the Board

Tom Mielke
~~Steve Stuart, Chair~~
Tom Mielke

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK

Attorney

By James E Vetto
Lawrence Watters
Deputy Prosecuting Attorney

Tom Mielke, Board Member David Madore

David Madore, Board Member Steve Stuart

BOARD OF COUNTY COMMISSIONERS
FOR COWLITZ COUNTY, WASHINGTON

Michael A. Karnofski
Michael A. Karnofski, Chairman

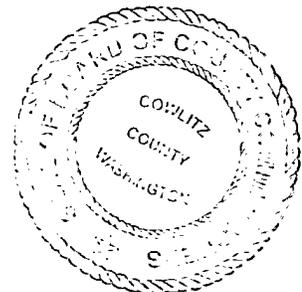
James R. Misner
James R. Misner, Commissioner

Dennis P. Weber
Dennis P. Weber, Commissioner

Date: 12-10-13

ATTEST

By: Jeffrey Ostreim
Its: Clerk of the Board
Acting
Date: 12-10-13



Attachment A-Statement of Work

Column1	Column2	Column4
Statement of Work: Cowlitz County		
Budget, billing, and contracts:	Milestones	Due Date
		Due Nov. 1, 2013
	Plan yearly budget and track categorical expenses using Budget Workbook provided by Clark County.	January 2, April 1, July 1, October 1, 2014
	Ensure that use of funds aligns with the finalized DOH Community Transformation Grant statewide implementation plan and supports local, regional, or state-level policy, environment, programmatic, and infrastructure changes.	On going
	Ensure that all state and federal guidelines are in place for sub recipient monitoring and provide documentation of monitoring tools	On going
	Provide technical assistance and guidance to subcontractors to develop and implement a work plan that clearly shows how contracted funds will achieve and align with the goals of CTG	On going
Communication:		
	Update the Year 1 Regional Communications Plan using template provided by DOH.	Plan Due November
	Provide a copy of earned media and other communications.	Due 30 Days After Earned Media Occurs
Regional Work:		
	Continue to engage community members at least quarterly to participate in a regional partnership. Representatives will include leadership from each priority county and diverse representation from both private and government sectors who have authority to move policy forward.	On going
	Assist with Identifying goals to implement PES change across the region.	On going
Sustainability Plan:		
	Assist in developing a sustainability plan. The plan should address regional efforts, leadership and governance, new funding streams, leveraged partnerships, and should support continued implementation of achieved PES changes.	Draft April 15, 2014 Final due June 15, 2014
Action Plan:		
Annual Objective/Local Objectives	Local Objective	Date Due:
Increase the number of people with access to tobacco-free or smoke-free environments		report monthly
Increase the number of non-rural, no-smoking, low-income, private market housing units by 5 complexes/By September 2014, increase the number of smoke-free multi-unit low-income privately owned housing complexes by 25 units	Organize partners in 2 communities to gain support for no smoking private market housing units	
	Educate decision makers in 2 communities about no smoking private market housing	
	Provide technical assistance and guidance to venues in 2 communities implementing no smoking private market housing	
	Conduct evaluation of the compliance and implementation of no smoking private market housing in 2 communities	
Increase the number of people impacted through municipal compliance with Washington state 2010 existing bill on complete streets		report monthly

	Conduct assessment of needs and current practices regarding Complete Streets compliance in 2 communities.	
	Organize partners in 2 communities to gain support for compliance with Complete Street Design Guidelines.	
	Educate decision makers in 2 communities about complying with Complete Streets Design Guidelines	
	Provide technical assistance and guidance to 2 communities implementing Complete Streets	
Increase the number of people with increased access to healthy foods and beverages in their communities		report monthly
Increase the number of stores in urban, low income priority neighborhoods that offer healthy food from 1-2./By September 2014 increase from 1 to 2 the number of grocery/convenience stores in low income neighborhoods of Cowlitz County to adopt practices for stocking and promoting healthy foods (as defined by the 2010 Dietary Guidelines for Americans)	Organize partners in 1 communities to gain support for stores that offer healthy food	
	Educate decision makers in 1 communities about stores that offer healthy food	
	Provide technical assistance and guidance to venues in 1 communities implementing stores that offer healthy food	
	Conduct evaluation of the compliance and implementation of stores that offer healthy food in 1 communities	
Clinical linkages:		
When requested, provide information about local resources to DOH staff, health care providers and community partners.		As requested
Work with DOH to promote the Washington health information Network and the health home/medical home model to local health care providers. This may include leveraging existing resources, providing local data and resources.		As requested
Performance Monitoring and Evaluation:		
Update the Regional Community Needs Assessments (developed in CTG Year 1), based on data, related to target populations in geographic region		April 15, 2014
Help to support, coordinate and conduct (as appropriate) local data collection that is identified and prioritized for evaluation of activities in collaboration with DOH. (e.g. surveys forwarded to partners)		

ATTACHMENT "B"
BUDGET

The LHJ will expend funds for outcomes in accordance with the following budget. Changes to the activities or service budget require prior written.

Cowlitz County Health Department: October 1, 2013 – September 30, 2014

Federal Funds awarded under the terms of this Agreement will be used as follows:

Personnel	\$ 58,290.00
Travel & Training	\$ 1,500.00
Materials & Supplies	\$ 1,587.00
Pathways 2020 Subcontract	\$ 10,000.00
Indirect Rate (15%) for Pathways	\$ 1,500.00
Indirect Rate (15%) for Cowlitz	<u>\$ 9,207.00</u>
Total Federal Funds	\$ 82,084.00

Attachment C

Certifications & Assurances

The Statutory Authority for this grant funding, under FOA 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, is authorized under sections 4002 and 4201 of the Affordable Care Act.

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 application dated 07/10/2013, as amended, is made a part of this Non-Research award by reference. Fiscal Year 2012 Appropriations Provision: HHS recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

1. **Funding Restrictions.** 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. 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.

Restricted costs and/or limitation on costs as stated in FY2012 Appropriation Act Provisions and the FOA, Section IV, Application and Submission are provided below:

2. Gun Control Prohibition. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.
3. Prevention Fund Reporting Requirements:

(a) The Secretary shall establish a publicly accessible website to provide information regarding the uses of funds made available under section 4002 of Public Law 111-148.

(b) With respect to funds provided for fiscal year 2012, the Secretary shall include on the website established under subsection (a) at a minimum the following information:

(1) In the case of each transfer of funds under section 4002(c), a statement indicating the program or activity receiving funds, the operating division or office that will administer the funds, the planned uses of the funds, to be posted not later than the day after the transfer is made.

(2) Identification (along with a link to the full text) of each funding opportunity announcement, request for proposals for grants, cooperative agreements, or contracts intended to be awarded using such funds, to be posted not later than the day after the announcement or solicitation is issued.

(3) Identification of each grant, cooperative agreement, or contract with a value of \$25,000 or more awarded using such funds, including the purpose of the award and the identity of the recipient, to be posted not later than 5 days after the award is made.

(4) A report detailing the uses of all funds transferred under section 4002(c) during the fiscal year, to be posted not later than 90 days after the end of the fiscal year.

(5) Semi-annual reports from each entity awarded a grant, cooperative agreement, or contract from such funds with a value of \$25,000 or more, summarizing the activities undertaken and identifying any sub-grants or subcontracts awarded (including the purpose of the award and the identity of the recipient), to be posted not later than 30 days after the end of each 6-month period.

4. Responsibilities for Sub-recipients:

(a) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for 2012 PPHF fund purposes, and amount of PPHF funds.

(b) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of 2012 PPHF funds. When a recipient awards 2012 PPHF funds for an existing program, the information furnished to sub recipients shall distinguish the sub-awards of incremental 2012 PPHF funds from regular sub-awards under the existing program.

5. Proper Use of Appropriations. Publicity and Propaganda [LOBBYING] FY2012 Enacted

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

6. Lobbying Restrictions: Applicants should be aware that award recipients are prohibited from using CDC/HHS funds to engage in any lobbying activity. Specifically, no part of the federal award shall be used to pay the salary or expenses of any grant recipient, sub recipient, or agent acting for such recipient or sub recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body.

Restrictions on lobbying activities described above also specifically apply to lobbying related to any proposed, pending, or future Federal, state, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

This prohibition includes grass roots lobbying efforts by award recipients that are directed at inducing members of the public to contact their elected representatives to urge support of, or opposition to, proposed or pending legislation, appropriations, regulations, administrative actions, or Executive Orders (hereinafter referred to collectively as "legislation and other orders"). Further prohibited grass roots lobbying communications by award recipients using federal funds could also encompass any effort to influence legislation through an attempt to affect the opinions of the general public or any segment of the population if the communications refer to specific legislation and/or other orders, directly express a view on such legislation or other orders, and encourage the audience to take action with respect to the matter.

In accordance with applicable law, direct lobbying communications by award recipients are also prohibited. Direct lobbying includes any attempt to influence legislative or other similar deliberations at all levels of government through communications that directly express a view on proposed or pending legislation and other orders and which are directed to members, staff, or other employees of a legislative body or to government officials or employees who participate in the formulation of legislation or other orders.

Lobbying prohibitions also extend to include CDC/HHS grants and cooperative agreements that, in whole or in part, involve conferences. Federal funds cannot be used directly or indirectly to encourage participants in such conferences to impermissibly lobby.

However, these prohibitions are not intended to prohibit all interaction with the legislative or executive branches of governments, or to prohibit educational efforts pertaining to public health that are within the scope of the CDC award. For

state, local, and other governmental grantees, certain activities falling within the normal and

recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government are permissible. There are circumstances for such grantees, in the course of such a normal and recognized executive-legislative relationship, when it is permissible to provide information to the legislative branch in order to foster implementation of prevention strategies to promote public health. However, such communications cannot directly urge the decision makers to act with respect to specific legislation or expressly solicit members of the public to contact the decision makers to urge such action.

Many non-profit grantees, in order to retain their tax-exempt status, have long operated under settled definitions of "lobbying" and "influencing legislation." These definitions are a useful benchmark for all non-government grantees, regardless of tax status. Under these definitions, grantees are permitted to (1) prepare and disseminate certain nonpartisan analysis, study, or research reports; (2) engage in examinations and discussions of broad social, economic, and similar problems in reports and at conferences; and (3) provide technical advice or assistance upon a written request by a legislative body or committee.

Award recipients should also note that using CDC/HHS funds to develop and/or disseminate materials that exhibit all three of the following characteristics are prohibited: (1) refer to specific legislation or other order; (2) reflect a point of view on that legislation or other order; and (3) contain an overt call to action.

It remains permissible for CDC/HHS grantees to use CDC funds to engage in activities to enhance prevention; collect and analyze data; publish and disseminate results of research and surveillance data; implement prevention strategies; conduct community outreach services; foster coalition building and consensus on public health initiatives; provide leadership and training, and foster safe and healthful environments.

Note also that under the provisions of 31 U.S.C. Section 1352, recipients (and their sub-tier contractors and/or funded parties) are prohibited from using appropriated Federal funds to lobby in connection with the award, extension, continuation, renewal, amendment, or modification of the funding mechanism under which monetary assistance was received. In accordance with applicable regulations and law, certain covered entities must give assurances that they will not engage in prohibited activities.

CDC 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. Recipients of CDC funds should give close attention to isolating and separating the appropriate use of CDC funds from non-CDC funds.

Use of federal funds inconsistent with these lobbying restrictions could result in disallowance of the cost of the activity or action found not to be in compliance as well as potentially other enforcement actions as outlined in applicable grants regulations.

7. Needle Exchange. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used for any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

8. Funding Prohibition- Restricts Corporations With Recent Felonies. None of the funds made available by the Department of Agriculture's FY 2012 Title IV, Section 738 may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

Delinquent Tax Debts Restricts dealings with corporations with unpaid federal tax liability

None of the funds made available by the Department of Agriculture's FY 2012 Title IV, Section 739 may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan

guarantee to, any corporation that any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Department of the Interior's FY 12 Title IV, Section 433 - Funding Prohibition - Restricts dealings with corporations with recent felonies

None of the funds made available by the Department of the Interior's FY 12 Title IV, Section 433 may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that further action is not necessary to protect the interests of the Government.

Department of the Interior's FY 12 Title IV, Section 434 - Limitation Re: Delinquent Tax Debts - Restricts dealings with corporations with unpaid federal tax liability

None of the funds made available by the Department of the Interior's FY 12 Title IV, Section 434 may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

9. Indirect Cost Rate Agreements: Indirect costs are approved based on the Indirect Cost Rate Agreement dated 5/16/2013. which calculates indirect costs as follows, a Provisional rate is approved at a rate of 22.20% of the base, which includes, total direct costs excluding capital expenditures (buildings, individual items of equipment, alterations and renovations), sub awards and flow-thru funds. The effective dates of this indirect cost rate are from 7/1/2013 to 6/30/2014.

10. Rent or Space Costs: Recipients are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). The recipient also has a responsibility to ensure sub-recipients expend funds in compliance with federal laws and regulations. Furthermore, it is the responsibility of the recipient to ensure rent is a legitimate direct cost line item which the recipient has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as a direct cost, the recipient must provide a narrative justification which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist identified in the NOTE. CDC CONTACTS for this award.

11. 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, PL 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 agency's responsibility to protect that information and any derivative copies as required by FISMA.

12. 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 DUNS 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 sub award under the grant unless the organization has provided its DUNS number to the grantee organization.

13. Federal Funding Accountability and Transparency Act (FFATA): Pursuant to A-133 (see § **.205(h)** and § **.205(i)**), a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-grantee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime grantees 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 grantee awards any sub-grant equal to or greater than \$25,000.

14. 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. Funding must be awarded as a procurement requirement per the organization's established procedures.

15. Travel Cost: In accordance with Health and Human Services (HHS) Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the Notice of Award. To prevent disallowance of cost, recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. Recipients approved policies must meet the requirements of 45 CFR Parts 74 and 92 as applicable.

16. Food and Meals: Costs associated with food or meals are allowable when consistent OMB Circulars and guidance, DHHS Federal regulations, Program Regulations, DHHS policies and guidance. In addition, costs must be proposed in accordance with recipients approved policies and a determination of reasonableness has been performed by the recipients. Recipients approved policies must meet the requirements of 45 CFR Parts 74 and 92 as applicable.

17. **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 submitted by May 29, 2014 or 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, or 8) Liquidation Extensions.

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 organization's 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 92.31 and 92.32 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

19. **Program Income:** Any program income generated under this cooperative agreement will be used in accordance with the additional cost alternative.

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 the FFR (SF 425).

20. **Compliance With Executive Order 013513, Federal Leadership on Reducing Text Messaging While Driving:** 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 {E013513}.

21. **Trafficking 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.

22. **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 grantees 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.

23. **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.

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 E013513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009

Attachment D
Governance Agreement 12/18/2012
Exhibit A
Governance Agreement

Governance

Background

The Washington State Department of Health (DOH) decided to disburse funds only to lead counties selected/agreed to participate as coordinators in their region for the Community Transformation Grant (CTG). The CTG funds would be provided to the target county via a contractual arrangement. Eleven counties were targeted as priority counties for this work; Clark was identified with Cowlitz's consent to serve as the lead agency for this grant and will serve as hub for fund distribution. It should be acknowledged that this is an initial effort at devising a Governance structure that is in the process of continual evolution. In addition, the lead county would develop relationships with non-target counties as part of an evolving regional approach to fund distribution in a collaborative manner.

The directors of Clark County Public Health (CCPH) and Cowlitz County Health and Human Services (CCHHS) met and after analyzing agency infrastructure, mutually agreed that CCPH should be the lead agency or hub. Thus, DOH is contracting with CCPH for the delivery of work plans and supporting activities that will occur in both Clark and Cowlitz counties. While legally CCPH is ultimately accountable for the fiscal and programmatic performance of the contract, it is acknowledged that only through mutually beneficial collaboration can this project be successful. This means that all relevant communication regarding non-hub targeted counties from DOH is shared directly with Cowlitz County as well as Clark County in the spirit of full transparency.

To disperse funds to CCHHS, CCHHS will sub-contract to CCPH for CTG activity in Cowlitz County. Further, it is acknowledged that both counties have a long history of positive working relationships and that both participate in actively ensuring the success of all participating counties. It is in that spirit that this governing document has been formulated.

Collaboration and Decision Making

Both directors agree that this community transformation work will be most successfully accomplished by having the two agencies work collaboratively and will have a governance agreement embedded into their sub-contract agreement that emphasizes a collaborative approach including shared decision-making. Neither Director will act unilaterally in any aspect that will affect this grant without engaging in necessary dialogue and consensus building with their counterpart.

Hub Leadership Team

For the purpose of jointly overseeing planning, implementation, policy making, tracking of progress, and evaluation, the two agencies will form a Hub Leadership team comprised of the two directors (or, in their absence, their deputy director or designee), the two local coordinators, and the CCPH program manager overseeing the CCPH local coordinator, and a CCHHS program manager overseeing the CCHHS local

coordinator. This group will strive to meet monthly and will make use of a combination of in person, videoconferencing, and teleconferencing approaches for its meetings. Face to face meetings will rotate location. The group may bring in other staff persons as appropriate to the discussion, including the assessment staff person from CCPH.

Agendas will be formulated both by identifying agenda items for the next meeting at the end of each meeting and CCHHS communicating any agenda items to the CCPH CTG local coordinator a week in advance of the meeting. The agenda will be finalized by the CCPH director and sent electronically to all participants at least two working days prior to the meeting. All CCHHS submitted agenda items will be included in the final agenda, unless the two directors have communication and agree on a change. Late breaking agenda items can always be added at the meeting with consent of the group.

A quorum will consist of at least one of the two directors present, if the director is unable to attend, the deputy director or designee will attend, and at least one other staff person from each agency. The facilitation of the meeting will rotate between the CCPH director and the CCHHS director.

The Hub Leadership team will work from and make decision based upon these principles:

- First and foremost, this work is about the health of communities and that should be the focus of discussion and decisions.
- Second, the priority of this local work is to address health inequities and to transform communities. Thus health equity will be a lens through which we always conduct our work and make decisions.
- All parties come to the table to listen for understanding, rather than listening to debate a point. This includes each party seeking to first understand the political, organizational, community, health disparity, and economic contexts of the others.
- All parties acknowledge this work is being conducted under great pressures to perform and to show tangible results quickly. As such, each needs to be responsive in a timely and efficient manner to the others needs and requests.
- Both parties will participate in a review of each county's unique organizational dimensions, strategic plan, and internal SWOT analysis. In addition, both parties will use and share with each other the self-assessment using the Cultural Orientation Framework, which seeks to understand and measure the categories of Power and Responsibility, Identity and Purpose, Hierarchy, Territory and Boundaries, Communication Patterns, and Modes of Thinking. (Ref: Coaching Across Cultures: New Tools for Leveraging National, Corporate and Professional Differences by Philippe Rosinski). Other cross-organizational culture tools may also be suggested and used.
- The group will continually evaluate its effectiveness by measuring the functionality of each meeting and continually improving its process.

Decision making

Decision making for joint items (e.g., budget, regional policy, shared services, etc.) will be by consensus, which will be defined as "each of the two directors (or in one of their absence, their deputy director or designee) agreeing that they can publicly live with and support a particular decision, even if it is not their preferred choice." Absent an ability to achieve consensus, dispute resolution model will be invoked and no action will be taken until consensus has been achieved.

For decisions that fall solely within one of the two counties, that director will have decision making authority (e.g., selecting the geographic area for intervention, hiring and supervising their local coordinator, etc.).

Dispute resolution

Should a dispute arise between the two parties, either party may ask for a dispute resolution meeting. That meeting shall consist of the two directors, with no substitutions allowed. The resolution meeting will be structured as follows

First the meeting will take place at a site that is selected by mutual consent, preferably not at either party's office.

Second, each Director will present the other Director's position to the total satisfaction of the other Director.

Third, background information, i.e. strategic plan, political considerations, organizational structure will also be presented to ensure a full understanding of the context of the issue.

Fourth, both parties will propose a solution from their opposite's position.

Fifth, discussion about consensus will then take place. If no consensus can be found, arbitration will be requested from a committee of three, including a Commissioner from Clark, a Commissioner from Cowlitz and an independent mediator that will be mutually agreed upon by both parties, who will then make the final determination.

The governance structure will be reviewed at least annually or at the request of a director to ensure that we continually learn from this new methodology of distributing funds. The criteria for reviewing and evaluating the effectiveness of this governance structure will be developed within the first quarter of the implementation of this agreement.