



COUNTY OF LOS ANGELES  
**Public Health**

CYNTHIA A. HARDING, M.P.H.  
Interim Director

JEFFREY D. GUNZE NHAUSER, M.D., M.P.H.  
Interim Health Officer

313 North Figueroa Street, Room 708  
Los Angeles, California 90012  
TEL (213) 240-8156 • FAX (213) 481-2739

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

- Hilda L. Solis  
First District
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Fourth District
- Michael D. Antonovich  
Fifth District

April 07, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 April 7, 2015

PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ACCEPT A NOTICE OF AWARD FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION AND EXECUTE A NO-COST EXTENSION TO THE TERM OF CONTRACT NUMBER PH-001150 WITH IN THE MEANTIME MEN’S GROUP, INC. THROUGH APRIL 30, 2016 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Approval to accept a Notice of Award from the Centers for Disease Control and Prevention to support the Department of Public Health’s Evaluating Locally-Developed Homegrown HIV Prevention Interventions project and execute a no-cost extension to Contract PH-001150 with In the Meantime Men’s Group, Inc. through April 30, 2016 to complete the MyLifeMyStyle Homegrown HIV Prevention Interventions project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to accept Notice of Award (NA) Number 5U01PS001573-05 REVISED (Exhibit I), from the Centers for Disease Control and Prevention (CDC), for the Evaluating Locally-Developed Homegrown HIV Prevention Interventions project, to carryover unobligated funds in the amount of \$249,726 from the period of May 1, 2013 through April 30, 2014 (Year 4) to the period of May 1, 2014 through April 30, 2015 (Year 5), increasing Year 5’s approved budget from \$400,000 to \$649,726, and extend the budget and project period end dates from April 30, 2015 to April 30, 2016.
2. Delegate authority to the Interim Director of DPH, or her designee, to accept future awards and/or amendments that are consistent with the requirements of NA Number 5U01PS001573-05 REVISED that reflect non-material and/or ministerial revisions to the award’s terms and conditions; allow for the

rollover of unspent funds and/or redirection of funds; adjust the term of the award through October 31, 2016; and/or provide an increase or decrease in funding up to 25 percent above or below each grant term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Approve and instruct the Interim Director of DPH, or her designee, to execute Amendment 5 to Contract Number PH-001150 with In the Meantime Men's Group, Inc. (ITMT), substantially similar to Exhibit II, to extend the term of the contract, at no-cost, through April 30, 2016, to provide additional time to complete project activities.
4. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the contract that adjust the term through October 31, 2016 and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, subject to review and approval by County Counsel, and notification to your Board and the CEO.
5. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

MyLifeMyStyle is a homegrown intervention project implemented by a local community-based organization that serves at-risk African-American men who have sex with men (MSM) from all Service Planning Areas (SPAs), with significant focus on SPAs 4 and 6. MyLifeMyStyle is specifically designed to reduce the number of unprotected sexual encounters and new HIV infections among African-American MSM.

Approval of Recommendation 1 will allow DPH to accept NA Number 5U01PS001573-05 REVISED which approves DPH's request to carryover unobligated funds in the amount of \$249,726 from Year 4 to Year 5, thereby increasing Year 5 grant funds from \$400,000 to \$649,726. The carryover funds will be used to complete 199 baseline interviews, deliver MyLife sessions to 293 subjects, and complete 255 three-month and 160 six-month follow up interviews with young black MSM. While the grant requires that these funds be obligated by the end of Year 5, this NA also authorizes a no-cost extension of the Year 5 budget and project period end dates from April 30, 2015 to April 30, 2016, providing DPH additional time to complete any MyLifeMyStyle program activities that will not be completed by April 30, 2015.

Approval of Recommendation 2 will allow DPH to accept future awards and/or amendments that are consistent with the requirements of the NA referenced above to adjust the term of the award; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds; and/or provide an increase or decrease in funding up to 25 percent above or below each grant term's annual base amount. This recommended action will enable DPH to accept awards and/or amendments that adjust the project period up to six months beyond the current term, in those instances where there has been an unanticipated extension of the term to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Approval of Recommendation 3 will allow DPH to execute a no-cost extension to the term of Contract Number PH-001150 through April 30, 2016 to provide ITMT additional time to complete MyLifeMyStyle program activities.

Approval of Recommendation 4 will allow DPH to execute amendments to the contract to adjust the term and/or increase or decrease funding up to 10 percent above or below the term's base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Approval of Recommendation 5 will allow DPH to execute change notices to the contract that authorize modifications to or within budget categories, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

NA Number 5U01PS001573-05 REVISED authorizes: 1) the carryover of unobligated funds in the amount of \$249,726 from Year 4 to Year 5, increasing the total grant award from \$400,000 to \$649,726 for the Year 5 period; and 2) a no-cost extension of the budget and project period end dates from April 30, 2015 to April 30, 2016. Of the \$249,726, \$241,231 has been allocated to Contract Number PH-001150 with ITMT for the MyLifeMyStyle activities. The remaining funds in the amount of \$8,495 will continue to support DPH salaries, employee benefits, and indirect costs for the Evaluating Locally-Developed Homegrown HIV Prevention Interventions project.

Funding is included in DPH's fiscal year (FY) 2014-15 Adopted Budget and FY 2015-16 Recommended Budget Request.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On December 19, 2008, the CDC released funding opportunity announcement PS09-007, titled "Evaluating Locally-Developed Homegrown HIV Prevention Interventions."

On March 3, 2009, DPH responded to the funding opportunity announcement. Initially, proposers were to be selected and begin work in August 2009. However, due to the uncertainty of funds, the CDC did not provide confirmation of awards until April 27, 2010.

On August 3, 2010, your Board approved acceptance of funding to support the Evaluating Locally-Developed Homegrown HIV Prevention Interventions project for the period of May 1, 2010 through April 30, 2011, and delegated authority to accept and execute future awards and/or amendments through April 30, 2015.

County Counsel has approved Exhibits I and II as to use.

## **CONTRACTING PROCESS**

On August 3, 2010, your Board approved the execution of a sole source contract with ITMT to support the implementation of MyLifeMyStyle, effective August 3, 2010 through April 30, 2011, with provisions for four one-year automatic renewal periods through April 30, 2015, at an annual maximum obligation of \$105,284, 100 percent offset by the CDC grant for Evaluating Locally-Developed Homegrown HIV Prevention Interventions.

On June 27, 2011, DPH notified your Board that we were exercising authority delegated by your Board to amend the contract to increase funding by \$10,470, increasing the maximum obligation from \$105,284 to \$115,754, for the term of May 1, 2011 through April 30, 2012.

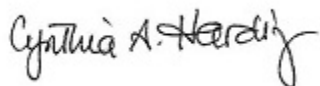
On July 17, 2012, your Board approved the execution of Amendment 2 to the contract with ITMT to increase the annual maximum obligation from \$105,284 to \$293,932, effective July 17, 2012 through April 30, 2013, and annually through April 30, 2015.

On February 7, 2014, DPH notified your Board that we were exercising authority delegated by your Board to amend the contract to decrease annual funding by \$52,701, decreasing the maximum obligation from \$293,932 to \$241,231, for the terms of May 1, 2013 through April 30, 2014 and May 1, 2014 through April 30, 2015.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these actions will allow DPH to continue support of MyLifeMyStyle, aimed specifically at reducing unprotected sex and new HIV infections among African-American MSM from all SPAs, but focused on SPAs 4 and 6.

Respectfully submitted,



Cynthia A. Harding, M.P.H.

Interim Director

CAH:fcl  
BL#03197

Enclosures

c: Interim Chief Executive Officer  
County Counsel  
Acting Executive Officer, Board of Supervisors



**Grant Number:** 5U01PS001573-05 REVISED  
**FAIN:** U01PS001573

**Principal Investigator(s):**  
EKOW KWA SEY

**Project Title:** PS09-007 Evaluating Locally-Developed Homegrown HIV Prevention Interventions

Michael Green, MD  
LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
Director, HIV Epidemiology Program  
1920 Commonwealth Avenue, Suite 1920  
Los Angeles, CA 90005

**Award e-mailed to:** mgreen@ph.lacounty.gov

**Budget Period:** 05/01/2014 – 04/30/2016  
**Project Period:** 05/01/2010 – 04/30/2016

Dear Business Official:

The Centers for Disease Control and Prevention hereby revises this award (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to LOS ANGELES DEPARTMENT OF PUBLIC HEALTH in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 31 USC 6305 42 CFR 52 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,

Edna M Green  
Grants Management Officer  
Centers for Disease Control and Prevention

Additional information follows

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**SECTION I – AWARD DATA – 5U01PS001573-05 REVISED****Award Calculation (U.S. Dollars)**

Salaries and Wages	\$193,965
Fringe Benefits	\$101,789
Personnel Costs (Subtotal)	\$295,754
Consultant Services	\$11,371
Supplies	\$1,483
Travel Costs	\$1,500
Other Costs	\$28,127
Consortium/Contractual Cost	\$254,312

Federal Direct Costs	\$592,547
Federal F&A Costs	\$57,179
Approved Budget	\$649,726
Federal Share	\$649,726
Less Unobligated Balance	\$249,726
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$400,000</b>

**AMOUNT OF THIS ACTION (FEDERAL SHARE) \$0**

**Fiscal Information:**

CFDA Number: 93.941  
EIN: 1956000927A1  
Document Number: 001573PS14

IC	CAN	2014
PS	9391191	\$400,000

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
5	\$400,000	\$400,000

**CDC Administrative Data:**

PCC: / OC: 4141 / Processed: GREENE0 10/28/2014

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**SECTION II – PAYMENT/HOTLINE INFORMATION – 5U01PS001573-05 REVISED**

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 [hstips@oig.hhs.gov](mailto:hstips@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.

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**SECTION III – TERMS AND CONDITIONS – 5U01PS001573-05 REVISED**

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.

This award has been assigned the Federal Award Identification Number (FAIN) U01PS001573. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

**Treatment of Program Income:**  
Additional Costs

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**SECTION IV – PS Special Terms and Conditions – 5U01PS001573-05 REVISED**

Funding Opportunity Announcement (FOA) Number: PS09-007  
Award Number: **5 U01PS001573-05 (Los Angeles County)**  
Revision 1

SPECIAL TERMS AND CONDITIONS OF THIS AWARD (REVISED)

Note 1: **CARRYOVER FUNDS:** This revision number (1) of the Notice of Award authorizes carryover of unobligated funds in the amount of \$249,726.00, from the 04 year to be used in the 05 year, as a result of request dated August 27, 2014.

The activities have been reviewed and found to be appropriate and consistent with program objectives. It is our understanding the funds will be used to complete 199 baseline interviews, delivery of MyLife sessions to 293 subjects, completion of 255 3-month and 160 6-month follow up interviews with young black MSM.

The distribution of funds is as requested with the following exception: Other Costs - \$200 disapproved for food because it is not an allowable cost.

If the Final FFR is submitted with an amount less than the approved carryover amount, the award will be reduced by the difference.

Carryover funds are for one time cost and will not be available to support future activities. All carryover funds must be obligated by the end of the current budget period April 30, 2015.

Note 2: **STEWARDSHIP:** The grantee must exercise proper stewardship over Federal funds by ensuring that all costs charged to your cooperative agreement are allowable, allocable, and reasonable and that they address the highest priority needs as they relate to this program.

Note 3: **EXTENSION:** This amendment hereby changes the budget and project period end dates from April 30, 2015 to April 30, 2016. The revised date for submission of all required closeout reports is July 30, 2016.

Note 4: **CHANGE IN KEY PERSONNEL:** This revision authorizes Dr. Michael Green as the new Authorized Signing Official (ASO) for the Evaluating Locally-Developed Homegrown HIV Prevention Interventions (MYLIFE MYSTYLE) program on behalf of the Los Angeles County department of Public Health.

This action was taken in accordance with the letter dated October 15, 2014. We have reviewed the material submitted by your organization and find it to be acceptable.

Note 5: The terms and conditions remain in effect unless otherwise changed, in writing, by the Grants Management Officer.

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## AWARD INFORMATION

**Incorporation:** The Centers for Disease Control and Prevention (CDC) hereby incorporates **Funding Opportunity Announcement number PS09-007, entitled Evaluating Locally-Developed (Homegrown) HIV Prevention Interventions**, and application dated **01/14/2014**, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants 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. The term grant is used throughout this notice and includes cooperative agreements.

**Approved Funding:** Funding in the amount of 400,000 is approved for the Year 05 budget period, which is May 1, 2014 through April 30, 2015. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

**Program Income:** Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

## FUNDING RESTRICTIONS AND LIMITATIONS

### Indirect Costs:

Indirect Cost Rates are based on the rate agreement dated **07/23/2013**. The rates in this agreement are to be used for remainder of the competitive segment in accordance with 2 CFR Parts 200 or 220. Indirect cost/facilities and administration rates for subcontracts will be treated in the same manner as those for the awardee, if the subcontractor is covered by 2 CFR Part 200 or 220.

Rate: 27.275%

Base: Total direct salaries, excluding fringe

### Cost Limitations as Stated in Fiscal Year (FY) 2012 Appropriation Act Provisions (Items A through F)

A. Cap on Salaries (Title II Section 203): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II; reduced from \$199,700 to \$179,700 effective December 23, 2011.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Title II Section 218): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.



C. Proper Use of Appropriations - Publicity and Propaganda (LOBBYING) FY2012 (Title V, Section 503(a) - (c)):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at [http://www.cdc.gov/od/pgo/funding/grants/additional\\_req.shtm](http://www.cdc.gov/od/pgo/funding/grants/additional_req.shtm) and Anti Lobbying Restrictions for CDC Grantees at [http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf).

D. Needle Exchange (Title V, Section 253): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Restricts dealings with corporations with recent felonies (Title IV, Sections 433, 504): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

F. Restricts dealings with corporations with unpaid federal tax liability (Title IV, Sections 434, 8124): None of the funds made available by this Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

**Rent or Space Costs:** Grantees are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2

CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87); and 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122). The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award.

**HUMAN SUBJECTS NOTICE:** Under governing regulations, federal funds administered by the Department of Health and Human Services shall not be expended for research involving human subjects, and individuals shall not be enrolled in such research, without prior approval by the Office for Human Research Protections (OHRP) of an assurance to comply with the requirements of 45 CFR 46 to protect human research subjects. Whenever an institution receives funding from a DHHS agency award to support such research, the awardee institution bears the ultimate responsibility for protecting human subjects under the award. This restriction applies to all performance sites engaged in human subject research, whether domestic, foreign, or international without OHRP-approved assurances. Compliance for all performance sites must be ensured by the awardee.

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

**Cancel Year:** 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30<sup>th</sup> of the 5<sup>th</sup> fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) **2009** funds will expire **September 30, 2014**. All FY **2009** funds should be drawn down and reported to Payment Management System (PMS) prior to **September 30, 2014**. After this date, corrections or cash requests will not be permitted.

<b>REPORTING REQUIREMENTS</b>
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**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.

**Audit Requirement:** Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$500,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-

SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

Electronic Submission:

[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Procurement & Grants Office, Risk Management & Compliance Activity

Electronic Copy to: [PGO.Audit.Resolution@cdc.gov](mailto:PGO.Audit.Resolution@cdc.gov)

Audit requirements for Subrecipients: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (2 CFR 200 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Note: The standards set forth in 2 CFR Part 200 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

## **GENERAL REQUIREMENTS**

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

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

**HIV Program Review Panel Requirement:** All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

**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 NoA. The grantee must submit these requests by **January 1, 2015**. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an SF 424A, an itemized budget and a narrative justification of the request.

The following types of requests require prior approval:

- Use of unobligated funds from prior budget period (Carryover)\*
- Lift funding restriction, withholding, or disallowance
- Redirection of funds
- Change in scope

- Implement a new activity or enter into a sub-award that is not specified in the most recently approved budget
- Apply for supplemental funds
- Response to the Objective/Technical Review Statement
- Change in key personnel
- Extensions
- Conferences or meetings that exceed cost threshold

Note: Awardees may request up to 75 percent of their estimated unobligated funds to be carried forward into the next budget period.

Templates for prior approval requests can be found at:

<http://www.cdc.gov/od/pgo/funding/grants/granteeguidance.shtm>

**Key Personnel:** In accordance with 2 CFR Parts 200.308 and 215.25(c)(2) & (3), CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

**Inventions:** Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

**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 Grant or Cooperative Agreement Number, **U01PS001573**, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

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

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**Copyright Interests Provision:** This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright

agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

**Disclaimer for Conference/Meeting/Seminar Materials:** Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

**Logo Use for Conference and Other Materials:** Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

**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 grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of in applicable grant regulations and OMB circulars.

**Federal Information Security Management Act (FISMA):** All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

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

**Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:**

Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements [41 U.S.C. 4712](#).

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

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

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A Federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.

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

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

### 3.908-9 Contract clause.

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#).

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation.

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

#### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): AR-24**

Pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA)(45 CFR Parts 160 and 164) covered entities may disclose protected health information to public health authorities authorized by law to collect or received such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations, and public health interventions. The definition of a public health authority includes a person or entity acting under a grant of authority from or contract with such public agency.

#### **PAYMENT INFORMATION**

##### **Select Automatic:**

**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.

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](mailto:PMSSupport@psc.gov)

Website: <http://www.dpm.psc.gov/help/help.aspx>

**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](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](http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspx?explorer.event=true)

- Cross Servicing Payment Branch:

- International Payment Branch:

Bhavin Patel (301) 443-9188\_

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services  
PSC/DFO/Division of Payment Management  
7700 Wisconsin Avenue - 10<sup>th</sup> Floor  
Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

**PMS Subaccount:** Effective October 1, 2013, a new HHS policy on subaccounts requires that all operating divisions (e.g. CDC) setup payment subaccounts within the Payment Management System (PMS) for all new grant awards. Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the "P Account". A P Account is a subaccount created specifically for the purpose of tracking designated types of funding in the PMS.

All award funds must be tracked and reported separately. Funds must be used in support of approved activities in the FOA and the approved application.

The grant document number and subaccount title (below) must be known in order to draw down funds from this P Account.

Grant Document Number: **001573PS14**  
Subaccount Title: **PS09007EVALOCDEVHG14**

**Acceptance of the Terms of an Award:** By drawing or otherwise obtaining funds from the grant payment management system, the grantee acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

**Certification Statement:** By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable HHS Grant Policy Statements and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

## **CLOSEOUT REQUIREMENTS**

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension the grantee must submit all closeout reports within 90 days (**July 29, 2015**) after the last day of the final budget period. Reporting timeframe is **May 1, 2010** through **April 30, 2015**. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the progress reports.

An original plus two copies of the reports must be mailed to the GMS for approval by the GMO by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.



The final and other programmatic reports required by the terms and conditions of the NoA are the following.

**Final Performance Report:** An original and two copies are required. At a minimum, the report should include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

**Final Federal Financial Report (FFR, SF-425):** The FFR should only include those funds authorized and actually expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted through eRA Commons no later than 90 days after the end of the project period. This report must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Should the amount not match with the final expenditures reported to the Department of Health and Human Services' Payment Management System (PMS), you will be required to update your reports to PMS accordingly. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

If the final reports (FFR and Final Progress Report) cannot be submitted within 90 days after the end of the project period, in accordance with 2 CFR Parts 200.343 (Closeout), 225 and 230, the grantee must submit a letter requesting an extension that includes the justification for the delay and state the expected date the CDC Procurement and Grants Office will receive the reports. All required documents must be mailed to the business contact identified in Staff Contacts.

**Equipment Inventory Report:** An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 2 CFR Parts 200, 215.37 or 2 CFR Part 215.71. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

**Final Invention Statement:** An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting <http://www.hhs.gov/forms/hhs568.pdf>. If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

## **CDC ROLES AND RESPONSIBILITIES**

**Roles and Responsibilities:** Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to close out of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

**Grants Management Officer:** The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA

- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

**GMO Contact:** See Staff Contacts below for the assigned GMO

**Grants Management Specialist:** The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described above are performed by the GMS on behalf of the GMO.

**GMS Contact:** See Staff Contacts below for the assigned GMS

**Program/Project Officer:** The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project
- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

**Programmatic Contact:**

Amy Yang, Ph.D., Scientific Program Officer  
Centers for Disease Control  
Extramural Research Program Office  
NCHHSTP/CDC  
Office address: Corporate Square Bldg. 12, Rm 3305  
Atlanta, Georgia 30329  
Email: [vdz9@cdc.gov](mailto:vdz9@cdc.gov)  
Phone: (404) 718-8836

**STAFF CONTACTS**

**Grants Management Specialist:** Louvern Asante  
Centers for Disease Control and Prevention (CDC)  
Procurement and Grants Office  
Koger Center, Colgate  
2920 Brandywine Road, Mailstop E15  
Atlanta, GA 30341  
**Email:** [lha5@cdc.gov](mailto:lha5@cdc.gov) **Phone:** (770) 488-2835 **Fax:** 770-488-2868

**Program Official:** Amy Yang  
Centers for Disease Control and Prevention

OID/NCHHSTP/OD/ERPO  
1600 Clifton Road, Mail Stop: E-60  
Atlanta, GA 30333  
**Email:** vdz9@cdc.gov **Phone:** 404.498.2733 **Fax:** 404.498.2626

**Grants Management Officer:** Edna M Green  
Centers for Disease Control and Prevention  
OD/OCOO/PGO/AABA  
Branch 1, NCHHSTP, NCIRD, NCEZID, OID  
2960 Brandywine Rd. Stanford Bldg, Mail Stop E-15  
Atlanta, GA 30341  
**Email:** EGreen@cdc.gov **Phone:** 770-488-2858 **Fax:** 770-488-2828

**SPREADSHEET SUMMARY**

**GRANT NUMBER:** 5U01PS001573-05 REVISED

**INSTITUTION:** LOS ANGELES CNTY OFF OF AIDS PROGS & POL

Budget	Year 5
Salaries and Wages	\$193,965
Fringe Benefits	\$101,789
Personnel Costs (Subtotal)	\$295,754
Consultant Services	\$11,371
Supplies	\$1,483
Travel Costs	\$1,500
Other Costs	\$28,127
Consortium/Contractual Cost	\$254,312
TOTAL FEDERAL DC	\$592,547
TOTAL FEDERAL F&A	\$57,179
TOTAL COST	\$400,000

Contract No. PH-001150

**MYLIFE MYSTYLE HOMEGROWN  
HIV PREVENTION INTERVENTION AGREEMENT**

Amendment No. 5

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2015,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

IN THE MEANTIME MEN'S GROUP,  
INCORPORATED (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "MYLIFE MYSTYLE HOMEGROWN HIV PREVENTION INTERVENTION AGREEMENT", dated August 3, 2010, and further identified as Agreement Number PH-001150, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Contract to extend the term of the Contract through April 30, 2016 at no-cost and to make other changes herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective May 1, 2015.
2. Paragraph 1, TERM, the first Subparagraph, shall be revised to read as

follows:

"1. TERM: The term of this Contract shall commence on August 3, 2010

and shall continue in full force and effect through April 30, 2016. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto.”

3. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

“2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in Exhibits “A”, “B-1”, “C-1”, “D Revised-1”, “E Revised-1”, and “E Revised-1.1” (Statement of Work) which are attached hereto and incorporated herein by reference.”

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph E, shall be amended to read as follows:

“4. MAXIMUM OBLIGATION OF COUNTY:

E. During the period effective May 1, 2014 through April 30, 2016, the maximum obligation of County for all services provided here shall not exceed Two Hundred Forty-One Thousand, Two Hundred Thirty-One Dollars (\$241,231) as set forth in Schedule 5 Revised-1.1.”

5. Paragraph 7, FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS, shall be replaced in its entirety to read as follows:

“7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director’s specific written approval, as authorized by the County’s Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term’s annual base

maximum obligation; 2) make modifications to or within budget categories within each schedule, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.”

6. Paragraph 10, INDEMNIFICATION, shall be amended to read as follows:

“10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.”

7. Paragraph 19, ALTERATION OF TERMS, shall be replaced in its entirety to read as follows:

“19. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. Notwithstanding Paragraph 8A in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and /or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

C. Notwithstanding Paragraph 8A, in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the



rollover of unspent Contract funds; and/or an increase or decrease in funding up to ten percent (10%) above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 8A in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract."

8. Paragraph 22, TIME OFF FOR VOTING, shall be added to read as follows:

"22. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10)

days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.”

9. Paragraph 23, WHISTLE BLOWER PROTECTIONS, shall be added to read as follows:

“23. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector

General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.”

10. Paragraph 1, ADMINISTRATION OF CONTRACT, of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

“1. ADMINISTRATION OF CONTRACT:

A. County’s Director of Public Health or his/her authorized designee(s) (hereafter collectively “Director”) shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor’s programs,

policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the

background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Agreement and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract."

11. Paragraph 13, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), of the ADDITIONAL PROVISIONS, shall be replaced in its entirety to read as follows:

"13. CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT (HIPAA) OF 1996:

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with

Contractor's or its officers', employees', or agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard."

12. Effective on the date of this Amendment, Exhibit E REVISED-1 shall be replaced by Exhibit E REVISED-1.1, STATEMENT OF WORK FOR MYLIFE MYSTYLE HOMEGROWN HIV PREVENTION INTERVENTION SERVICES, shall be attached hereto and incorporated herein by reference.

13. Effective on the date of this Amendment, Schedule 5 Revised-1 shall be replaced with Schedule 5 Revised-1.1, BUDGET FOR MYLIFE MYSTYLE HOMEGROWN HIV PREVENTION INTERVENTION SERVICES, attached hereto and incorporated herein by reference.

14. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Interim Director

IN THE MEANTIME MEN'S GROUP,  
INCORPORATED  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
MARK J. SALADINO  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

BL#3197:fcl



**SCHEDULE 5 REVISED-1.1**  
**IN THE MEANTIME MEN'S GROUP, INC.**  
**MyLife MyStyle Evaluation Project**

	<u>Budget Period</u> 05/01/14 Through 04/30/16
Salaries	\$ 75,149
Employee Benefits	<u>\$ 18,787</u>
Total Salaries and Employee Benefits	\$ 93,936
Supplies	\$ 10,000
Travel	\$ 1,500
Consultants	\$ 46,080
Other Expenses	<u>\$ 89,715</u>
 Total Program Budget	 \$241,231

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**In The Meantime Men's Group, Inc. (ITMT)**

**MyLife MyStyle Evaluation Project**

**May 1, 2014 through April 30, 2016**

**Statement of Work**

Measurable objectives:

1. The Co-Principal Investigator (Co-PI) must provide on-going training and supervision for the Intervention Facilitators, Retention Specialist and Recruitment Specialists in the implementation of MyLife My Style recruitment activities and intervention delivery.
2. The Co-PI must participate in a mandatory PI meeting in Atlanta. The Co-PI and Retention Specialist must participate in bi-weekly Centers for Disease Control and Prevention (CDC) conference calls.
3. The Recruitment Specialists must conduct recruitment activities and special events in physical and online venues to screen and record contact information for at least 24 eligible participants each month until the study sample size is reached.
4. The Retention Specialist must provide the Data Collection Assistant with contact information for at least 24 eligible participants each month for enrollment and baseline interviews until the study sample size is reached..
5. The Retention Specialist and Recruitment Specialists must work with the Data Collection Assistant and Epidemiologist to coordinate and monitor recruitment and enrollment of up to 199 MyLife MyStyle participants in Year 5.
6. The Intervention Facilitators must deliver three MyLife sessions to at least one cohort of up to 12 intervention participants each month in Year 5 until the study sample size is reached.
7. The Retention Specialist must, in coordination with the Data Collection Assistant, schedule 255 three-month and 160 six-month follow-up Audio Computer-assisted Self Intervention (ACASI) sessions with MyLife participants.
8. The Intervention Facilitators must deliver up to 12 wait-list control MyLife groups with wait-list controls.
9. ITMT must work with DHSP to monitor all project activities and ensure that evaluation procedures adhere to strict study protocols.
10. The Intervention Facilitators must provide debriefing comments about their impressions of successful components of the groups and discuss these with the Co-PI on a monthly basis.
11. The Retention Specialist must work with the Epidemiologist to oversee the pace of quantitative data collection.
12. The Retention Specialist must work with the Evaluation Consultant to oversee the pace of qualitative data collection.

13. The Co-PI will contribute to the Success Case Study by assisting with interpretation of the qualitative transcripts.
14. The Retention Specialist and Recruitment Specialists must assist in collecting and transferring study logs, completed project forms and process data to HIV Epidemiology Program (HEP).
15. The Co-PI must meet bi-weekly with HEP's PI to monitor study enrollment and other process indicators for the evaluation study.
16. ITMT must assist in preparation of written, annual progress reports for CDC.
17. ITMT must develop and disseminate promotional materials to help recruit participants.
18. ITMT must disburse incentives to research participants for the appropriate study activities.
19. ITMT must secure space for all project activities as needed. Project activities include Community Advisory Board (CAB) meetings, computer-assisted interviews, and MyLife MyStyle group sessions.
20. ITMT must assist in preparation of final written reports for CDC.
21. The Co-PI must assist in the preparation of manuscripts based on ITMT's experiences conducting a comprehensive program evaluation of a homegrown intervention.