



## **PARTNERSHIPS TO IMPROVE COMMUNITY HEALTH (PICH) SUB-RECIPIENT GRANT AGREEMENT**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between Greenville County Department of Parks, Recreation and Tourism ("SUB-RECIPIENT"), and The YMCA of Greenville/LiveWell Greenville, having its principal place of business in Greenville, South Carolina, (referred to as "RECIPIENT"), to be effective as of October 1, 2016 (the "Effective Date"). This agreement involves the sole use of federal funds from the 2014 Partnerships to Improve Community Health (PICH) grant available through the Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion. The program is authorized under section 317(k)(2) of the Public Health Service Act, 42 U.S. Code 247b(k)(2). The Federal Grant number is 1U58DP005588-01.

1. **Projects.** For the consideration set forth in Paragraph 3 of this Agreement, SUB-RECIPIENT agrees to provide the project management and implementation services (which services will be referred to herein individually or collectively as "the Project") set forth in Attachment A. Per guidelines from the funding agency, no funding provided through this agreement can be used to support lobbying activities (those activities that directly influence legislative decisions), advocacy for gun control, distribution of hypodermic needles, establishing or maintaining a computer network that does not block the viewing, downloading or exchanging of pornography, or for research and provision of clinical care. RECIPIENTS are restricted from entering into a contract, memorandum of understanding or other such agreement with an organization that has a felony criminal violation or has an unpaid federal tax liability.

2. **Term.** This Agreement will become effective as of the Effective Date indicated above and will continue through September 29, 2017 (the "Project Period"). This is the third and final year of the 3-year cooperative agreement for PICH.

3. **Consideration.** RECIPIENT awards SUB-RECIPIENT a total of \$10,000 for - completion of activities and deliverables as outlined in Attachment A. For the project period, the SUB-RECIPIENT will submit invoices to the RECIPIENT to reimburse approved expenses accrued to fulfill the SUB-RECIPIENT'S deliverables in accordance with the SUB-RECIPIENT'S approved budget in Attachment B. Invoices will be submitted with accompanying receipts/expenditure reports. *Note: All expenses related to this project must be accrued and invoiced by September 15, 2017. Funding will not be carried over to the following year.*

4. **Sub-Recipient Matching Funds.** SUB-RECIPIENT agrees to allocate non-federal funds to support this project in an amount equal or exceeding the 10% of SUB-RECIPIENT'S Year 3 PICH award (\$1000). Matching funds may be in the form of an in-kind contribution of staff time, or equipment/supplies for use in the Project.

5. **Confidentiality, Rights to Intellectual Property, and Restrictive Covenants.**

SUB-RECIPIENT agrees that all information and data related to RECIPIENT, including but not limited to its financial information, budgets, pricing information, business plans, marketing plans, member information, and computer software (whether owned or licensed to RECIPIENT), that are revealed to or otherwise ascertained by SUB-RECIPIENT, whether or not such information and data are used in connection with services performed under this Agreement, shall be used only in connection with the Project, shall be considered Confidential Information of RECIPIENT, and shall not be revealed by SUB-RECIPIENT to any third party (except employees of SUB-RECIPIENT and project partners on an as-needed basis) before, during, or at any time after termination of this Agreement. SUB-RECIPIENT acknowledges and agrees to be bound by the terms and conditions of any software license or lease agreement between RECIPIENT and a third party with respect to nonuse and nondisclosure of the software licensed or leased thereunder.

6. **Reporting.** SUB-RECIPIENT agrees to advise RECIPIENT on a monthly basis during the term of this Agreement, as requested, as to the progress of the Project undertaken by SUB-RECIPIENT. A report template will be provided by RECIPIENT, based on the project deliverables and outcomes as included in the project proposal submitted to the Center for Disease Control. Project tracking and monitoring required by SUB-RECIPIENT are outlined in Attachment D. SUB-RECIPIENT also agrees to provide additional reports to RECIPIENT as requested by the Center for Disease Control. SUB-RECIPIENT agrees to participate in project-related meetings. SUB-RECIPIENT agrees to provide to the RECIPIENT an inventory of equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory must include the description of the item, manufacturer serial and/or identification number acquisition date and cost and percentage of Federal Funds used in the acquisition of the item. Include in the inventory each item that the SUB-RECIPIENT wishes to retain for continued use. These requirements also apply for those items purchased to support implementation of the project with non-Federal funds.

7. **Changes in Services.** The parties agree that RECIPIENT may make changes in the nature of the Project under this Agreement upon written notice to SUB-RECIPIENT. The parties further agree that SUB-RECIPIENT may make changes to services pending approval of the funding agency, Centers for Disease Control and Prevention.

8. **Verification of Services.** SUB-RECIPIENT shall present to RECIPIENT a progress report on a monthly basis.

9. **Invoices.** SUB-RECIPIENT shall present invoices for reimbursement to RECIPIENT for project related expenditures on a quarterly basis in accordance with this Agreement and with the budget outlined in Attachment B and timeline outlined in Attachment C. Failure to invoice in a timely manner may result in a loss of available funding.

10. **Payment.** RECIPIENT shall make payment to SUB-RECIPIENT for the amount of the invoice within thirty (30) days of receipt of said invoice and upon verification of the same.

11. **SUB-RECIPIENT's Responsibilities.** SUB-RECIPIENT agrees to perform its services diligently and to use best efforts to meet the needs and requirements of

RECIPIENT. SUB-RECIPIENT agrees to report total compensation as outlined in Attachment E for its highest paid executives in the previous year within 30 days of execution of this agreement and again annually in January for the previous fiscal year for the duration of the project period. SUB-RECIPIENT agrees to provide W-9 within 30 days of execution of this agreement.

12. **Independent SUB-RECIPIENT.** It is expressly understood and agreed that SUB-RECIPIENT is an independent contractor, as defined by the IRS's eleven-factor test, and is not and shall not be deemed to be an employee of RECIPIENT. RECIPIENT is interested primarily in the results to be achieved with respect to the Project, and the manner and method by which such results are to be accomplished will lie primarily with the SUB-RECIPIENT. SUB-RECIPIENT shall be solely responsible for and shall file, on a timely basis, tax returns and payments required to be filed with or made to any federal, state, or local taxing authority with respect to its performance of services hereunder. Neither federal, nor state nor local income tax of any kind, nor unemployment or workers' compensation insurance premiums of any kind, shall be withheld or paid by RECIPIENT on behalf of SUB-RECIPIENT.

13. **Audit Requirements.** The SUB-RECIPIENT agrees to an audit of finances by the chief financial officer of the RECIPIENT prior to receipt of the sub-award. According to the Federal Notice of Grant Award, "The grantee [RECIPIENT] is to ensure that the SUB-RECIPIENTS receiving CDC funds also meet the [single-program audit] requirements (if Federal grant or cooperative agreement funds received exceed \$500,000). The grantee [RECIPIENT] must also ensure that appropriate corrective action is taken within six months after receipt of the SUB-RECIPIENT audit report in instances of non-compliance with Federal law and regulations. The grantee [RECIPIENT] is to consider whether SUB-RECIPIENT audits necessitate adjustments of the grantee's own accounting records. If a SUB-RECIPIENT is not required to have a program-specific audit, the grantee [RECIPIENT] is still required to perform adequate monitoring of SUB-RECIPIENT activities. The grantee [RECIPIENT] is to require each SUB-RECIPIENT to permit independent auditors to have access to the SUB-RECIPIENT's records and financial statements."

14. **Termination.** RECIPIENT may, in addition to any immediate termination for breach or poor performance (as determined by RECIPIENT in its sole discretion), terminate this Agreement, for any reason or no reason, prior to the date agreed upon in Paragraph 2 upon thirty (30) days' prior written notice to SUB-RECIPIENT. SUB-RECIPIENT may terminate this Agreement prior to the date agreed upon in Paragraph 2 upon thirty (30) days' prior written notice to RECIPIENT. SUB-RECIPIENT agrees to reimburse RECIPIENT any previously paid invoices in the event the deliverables outlined in Attachment A are not completed by September 29, 2017.

15. **Indemnification.** SUB-RECIPIENT agrees to defend, indemnify and hold RECIPIENT harmless from any and all liabilities, claims, or demands whatsoever (including expenses, court costs, and reasonable attorneys' fees thereof) that may be made by any person by reason of damage, or destruction of, theft of property of other persons, or by reason of death or injury, or willful acts or omissions of SUB-RECIPIENT or its agents. RECIPIENT agrees to defend, indemnify and hold SUB-RECIPIENT harmless from any and all liabilities,

claims, or demands whatsoever (including expenses, court costs, and reasonable attorneys' fees thereof) that may be made by any person by reason of damage, or destruction of, theft of property of other persons, or by reason of death or injury, or willful acts or omissions of RECIPIENT or its agents.

16. **Applicable Law and Venue.** This Agreement will be construed in accordance with the law of the State of South Carolina and all disputes are to be resolved in Greenville, South Carolina.

17. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns. Any notice required or permitted under this Agreement will be deemed given when mailed with first class prepaid postage to a party at the party's principal place of business given above. If any term of provision of this Agreement is held to be unenforceable or illegal, such determination will not affect the validity or enforceability of any other term or provision of this Agreement and, to such extent, this Agreement will be deemed to be severable. RECIPIENT may, at its option, assign and transfer its rights and obligations under this Agreement to a successor in interest of the business of RECIPIENT. This Agreement constitutes the entire Agreement between the parties and supersedes and replaces any and all previous agreements, either oral or written. No modification, amendment, or change to this Agreement shall be binding on the parties unless and until the parties have approved the modifications in writing.

In WITNESS WHEREOF the parties have signed this Agreement the date and year first above written.

GREENVILLE COUNTY DEPARTMENT  
OF PARKS, RECREATION AND TOURISM

THE YMCA OF GREENVILLE

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

LIVEWELL GREENVILLE

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Attachment A

### YMCA of Greenville/LiveWell Greenville Partnerships to Improve Community Health (PICH)

#### Greenville County Department of Parks, Recreation and Tourism Project Activities and Deliverables

**Overview:** Through Park Heroes and the Park and Trails Trailer programs the Greenville County Department of Parks, Recreation and Tourism Parks mobilizes volunteers to make minor park improvements (painting, spreading mulch, cleaning trash, structure repairs) in Greenville County. Together, these two initiatives provide the opportunity, infrastructure and equipment needed to address minor concerns of parks in play desert communities.

**Activities:** By June 30, 2017 Greenville County Department of Parks, Recreation and Tourism Parks and Recreation Department will:

- Expand Park Heroes and Park and Trails Trailer programs

**Deliverables:** By June 30, 2017 Greenville County Department of Parks, Recreation and Tourism Parks and Recreation Department will:

- Expand the number of parks making quality improvements utilizing the Park Heroes and Park and Trail Trailers Program by 12
- Expand Park Heroes volunteer base by 10%

**Measurement and Reporting:** Greenville County Department of Parks, Recreation and Tourism Parks and Recreation Department will complete the following to demonstrate progress and support PICH reporting requirements:

- Monthly progress reports (format provided by LiveWell Greenville) due approximately 25<sup>th</sup> of each month unless otherwise specified
- Tracking of number and location of events held, number of volunteers and volunteer hours at each event, and record of improvements made
- Quarterly communications reports (format provided LiveWell Greenville) due 15<sup>th</sup> of March, June, and September. Publications, journal articles, etc. produced under CDC grant support project will bear acknowledgement and disclaimer as appropriate. Statements, press releases, RFPs, and other documents describing projects or programs funded in whole or in part with federal money 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; percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**Attachment B**

**YMCA of Greenville/LiveWell Greenville  
Partnerships to Improve Community Health**

**Greenville County Department of Parks, Recreation and Tourism  
Project Budget**

**Greenville County Department of Parks, Recreation and Tourism - \$10,000**

**Performance period:** Effective Date through September 30, 2017

**Scope of Work:** To expand upon two existing programs to make minor park improvements in park desert communities and county-wide. The Park Heroes Program mobilizes volunteers to make park improvements (painting, spreading mulch, cleaning trash, structure repairs, etc.). This program will work in conjunction with the Parks Trailer and Trails Trailer, mobile “tool sheds” filled with small tools, rakes, and lawn equipment necessary to make park and trail improvements.

**Method of accountability:** Quarterly reports to Project Director; regular and consistent participation in LiveWell at Play Workgroup; and active participation in strategic planning to create opportunities to engage in physical activity in play desert communities in Greenville County.

**Itemized budget:**

<b>Supplies</b>	<b>description</b>	<b>quantity</b>	<b>unit cost</b>	<b>annual</b>
Small equipment	loppers, wheel barrows, post-hole diggers, cones	25	Varies	\$2,000.00
playground mulch	100 cubic yard of engineered wood fiber	100	\$40.00	\$4,000.00
landscape mulch	160 cubic yards of landscape mulch	160	\$25.00	\$4,000.00
<b>Year 2 TOTAL</b>				<b>\$10,000.00</b>

The following items are not allowed by the funding agency, Center for Disease Control and Prevention:

- Power tools, specifically weed trimmers, power saws and power washers
- Promotional materials/give-away products, specifically t-shirts, water bottles, koozies, etc.
- Portable electronic devises, specifically iPads and other tablets. Computers and computer related expenses, including laptop computers, are allowable under this funding
- Food or beverage expenses of any kind

Budgetary changes of more 10% within a major budget category (i.e., personnel, supplies) require prior approval from the funding agency.

**Attachment C**

**YMCA of Greenville/LiveWell Greenville  
Partnerships to Improve Community Health (PICH)  
Greenville County Department of Parks, Recreation and Tourism  
PICH Invoice Timeline**

	<b>Invoice submitted to LWG on or before:</b>	<b>Amount</b>
<b>1<sup>st</sup> Quarter</b>	December 30, 2016	\$3000
<b>2<sup>nd</sup> Quarter</b>	March 30, 2017	\$3000
<b>3<sup>rd</sup> Quarter</b>	June 30, 2017	\$4000
<b>4<sup>th</sup> Quarter</b>	September 15, 2017 (as needed)	

**Attachment D**

**YMCA of Greenville/LiveWell Greenville  
Partnerships to Improve Community Health (PICH)**

**Greenville County Department of Parks, Recreation and Tourism  
Project Evaluation Plan**

<b>Objective</b>	<b>Timeline</b>	<b>Lead</b>	<b>Outcome</b>
Park Improvement Plan: Work with Clemson University Parks, Recreation and Tourism Management Department to complete Parks and Recreation Needs Assessment	10/01/16-06/30/17	LiveWell Greenville At Play Specialist, GCPRT	Comprehensive Park Improvement Plan for Greenville County
Expand Park Hero program volunteer base: to engage at least 10% more volunteers with a special emphasis on target census tract communities	10/01/16-06/30/17	GCPRT	Record of improvements made, volunteer hours, number of parks influenced
Parks improvement days: Implement 12 parks improvements days utilizing increased Park Heroes volunteer base	10/01/16-06/30/17	GCPRT	Record of improvements made, volunteer hours, number of parks influenced
Park Heroes Sustainability Plan: develop a plan for financial and programmatic sustainability for Park Heroes initiative	10/1/16 – 09/29/17	GCPRT	Sustainability Plan
At Play Workgroup Action Plan: develop an action plan to carry the workgroup past the PICH initiatives that includes a sustainability plan for the workgroup	10/01/16 – 01/01/17	LWG At Play Specialist	Action plan, Sustainability Plan



## **Attachment E**

### **YMCA of Greenville/LiveWell Greenville Partnerships to Improve Community Health (PICH)**

#### **Executive Compensation Reporting**

Federal Reporting Requirements as specified in the Federal Funding Accountability and Transparency Act (FFATA)

Reporting of Total Compensation of Sub-recipient Executives

"For each first-tier sub-recipient under this award, you shall report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year."

Total compensation is defined as the cash and non-cash dollar value earned by the executive. This includes:

- Salary and bonus
- Awards of stock, stock options and stock appreciation rights
- Earnings for services under non-equity incentive plans
- Change in pension value
- Above market earnings on deferred compensation which is not tax-qualified
- Other compensation, if the aggregate value of all such other compensation exceeds \$10,000