

Cooperative Agreement P11ACW0490

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Between

The United States Department of Interior

National Park Service

And

National Association of Community Health Centers

This cooperative agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the National Association of Community Health Centers (NACHC).

ARTICLE I – BACKGROUND AND OBJECTIVES

Under the Challenge Cost Share Program (CCSP), the NPS works with communities, volunteer groups, historic property owners, universities and others such as the NACHC to accomplish mutually advantageous projects important to the NPS mission.

The NACHC's Community HealthCorps program will collaborate with the National Park Service (NPS), Rivers, Trails, and Conservation Assistance (RTCA) program to develop a *Healthy Communities* program. The objective of this program is to utilize Community HealthCorps/AmeriCorps members working in Federally Qualified Health Centers (FQHCs) to design, develop and implement programs and engage in activities that apply the principles of the *Let's Move Cities and Towns* and *Let's Move Outside* initiatives, to encourage health and wellness and outdoor recreation, by promoting the utilization of green spaces in urban park resources, with an emphasis on National Parks.

The mission of the NACHC is: "To promote the provision of high quality, comprehensive and affordable health care that is coordinated, culturally and linguistically competent, and community directed for all medically underserved populations." Spread across 50 states and all U.S. territories, there are 1,250 Community Health Centers that provide vital primary and **preventive care** to 20 million Americans with limited financial resources.

The NACHC's Community HealthCorps is the largest health services-based AmeriCorps program in the nation. Over 500 Members (AmeriCorps participants) nationwide have many roles designed to address unmet needs of medically underserved people, including providing **preventive care** services to them by encouraging healthy active lifestyles. Every Community HealthCorps program deploys strategies that are customized to local community needs.

The National Park Service *Healthy Parks Healthy People US* initiative seeks to raise understanding and awareness about how open spaces and natural places can promote the health and well-being of all species and the planet we share. It supports the recommendation (3.1) of the America's Great outdoors report calling for the "Launch of

a public awareness intuitive to show that experiencing America's great outdoors is fun, easy and healthy."

The NPS, through its Rivers, Trails, Conservation and Assistance (RTCA) program works collaboratively, by invitation, with partners on a wide variety of conservation and recreation projects; providing technical assistance to communities in organizing effective action, conceptual planning, organizational development, and capacity building. RTCA's mission is to assist communities to achieve on-the-ground conservation success, helping to identify resources, navigate the planning process, and convert ideas into actions; and to help build healthier communities.

ARTICLE II - AUTHORITY

NPS enters into this Agreement pursuant to:

- A. Public Law 104-333 (*16 USC § 1f*) authorizes the NPS to enter into agreements with cooperators for the purpose of sharing costs or services in carrying out authorized functions and responsibilities of the Secretary with respect to any unit or program of the national park system, any affiliated area, or any designated national scenic or historic trail.
- B. 16 U.S.C. 1g. NPS authority to enter into cooperative agreements and transfer appropriated funds to nonprofit organization for the public purpose of NPS programs.

ARTICLE III - STATEMENT OF WORK

- A. The NACHC agrees to:
 1. Sustain, manage and direct the Community HealthCorps in association with AmeriCorps to provide for the unmet needs of the medically underserved in Federally Qualified Health Centers providing preventative care encouraging active lifestyles and healthy communities across the country.
 2. Establish a Healthy Communities program curriculum as part of the HealthCorps focusing on applying the principles of Let's Move Cities and Towns and Let's Move Outside to promote healthy lifestyles and use of state, local and national parks.
 3. Develop individual Memoranda of Understanding with health centers that will participate in the Healthy Communities program which outlines their requirements including curriculum that will be followed, accounting and reporting requirements.
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4. Administer and coordinate work performed by individual community health centers for the Health Communities program and provide summary and completion reports including required budget data.
 5. Recruit, train and supervise and administer HealthCorps staff assisting in the Healthy Community Program.
 6. Identify a lead staff person to coordinate the delivery of services with a similar identified lead staff for the Rivers, Trails and Conservation Assistance Program.
- B. NPS agrees to:
1. Identify high priority locations for conducting the Healthy Communities program.
 2. Provide expert staff support in identifying outdoor recreation opportunities and skills training.
 3. Advise on effective techniques to establish trails, protect rivers and develop greenways and other physical improvements in communities which promote active living.
 4. Review and collaborate on the development of curriculum for the Healthy Communities program building on NPS contributions to Let's Move Outside and Healthy Parks, Healthy People initiatives.
 5. Identify a lead staff person to coordinate the delivery of services with a similar identified lead staff for NACHC.
- C. The projects or activities under this Agreement will be individually authorized by separate task agreements, with each project or activity having a separate work plan and budget developed cooperatively between the NPS and the NACHC.

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature and will expire five years from that date, unless terminated earlier per Article XI. The period from the effective date to the expiration date is the period of performance for the Agreement.

ARTICLE V – KEY OFFICIALS

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- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

For the NPS:

Agreement Technical Representative (ATR):
Steve Golden
Rivers, Trails and Conservation Assistance Program
WASO National Programs
1201 Eye Street, NW
Washington, DC 20005
D.C.: (202) 354-6913 (do not leave messages)
Boston: (617) 223-5123
cell: (617) 549-0041
steve_golden@nps.gov

Agreements Officer (AO):
Jennifer Gartzke
Agreements Officer
National Park Service
WASO Contracting and Procurement
12795 W. Alameda Pkwy.
Lakewood, CO 80228
(303) 969-2755
Fax (303) 987-6922
jennifer_gartzke@nps.gov

For NACHC:

L. David Taylor
Chief Operating Officer
National Association of Community Health Centers
7200 Wisconsin Avenue, Suite 210
Bethesda, MD 20814
DTaylor@nachc.org
(301) 347-0400
Fax: (301) 347-0459

Jason Patnosh
Associate Vice President
National Association of Community Health Centers
7200 Wisconsin Avenue, Suite 210
Bethesda, MD 20814
jpatnosh@nachc.org
(301) 347-0400 ext. 2068
Fax: (301) 347-0459

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- B. **Communications** - The NACHC will address any communication regarding this Agreement to the agreement technical representative with a copy to the

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Contracting Officer. Communications that relate solely to technical matters may be sent only to the agreement technical representative.

- C. **Changes in Key Officials** - Neither the NPS nor the NACHC may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project.
- B. Requests for Reimbursement and Advance of Funds (SF-270) will be submitted to the following email address: WCP-FA_Invoicing@nps.gov. Payment will be paid by Electronic Funds Transfer directly into NACHC's account.
- C. In order to ensure proper payment, it is required that NACHC register with the Central Contractor Registration (CCR), accessed at <http://www.ccr.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents NACHC may have with the federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory
- E. **Allowable and Eligible Costs:** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget.
- F. **Travel costs:** For travel costs charged against awards under the Agreement, the NACHC and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.

ARTICLE VII – PRIOR APPROVAL

The NACHC shall obtain prior approval for budget and program revisions, in accordance with OMB circular A-110 as codified by 2 CFR 215.25.

ARTICLE VIII – INSURANCE AND LIABILITY**NACHC agrees:**

- A. To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of NACHC, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement.
- B. To purchase public and employee's liability insurance at its own expense from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the work authorized herein, NACHC shall provide the NPS with confirmation of such insurance coverage.
- C. To pay the United States the full value for all damage to the lands or other property of the United States caused by NACHC, its officers, employees, or representatives [as in Paragraph 1].
- D. To provide workers' compensation protection to NACHC officers, employees, and representatives.
- E. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the NACHC, its agents, and employees.
- F. In the event of damage to or destruction of the buildings and facilities assigned for the use of NACHC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with NACHC, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by NACHC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to NACHC will constitute termination of this Agreement by the NPS.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities for which funds are advanced will be tracked and reported by semi-annual submission of a SF-425 Federal Financial Report (FFR). A final SF-425 shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For final a SF-425, the reporting period end date shall be the end date of the agreement. Semi-annual interim reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 90 days after the end period date.
- B. NACHC will provide an annual performance reports in accordance with 2 CFR 215.51.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access for the purpose of financial or programmatic review and examination to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 215.53.

ARTICLE X – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 215.33 through 35 apply to this Agreement.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS Contracting Officer and the authorized representative of HACHC.
- B. This agreement may be terminated consistent with applicable termination provisions for Cooperative Agreements found in 2 CFR 215.61.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS**A. General Provisions**

OMB Circulars and Other Regulations -- The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

l. Administrative Requirements:

- a) **OMB Circular A-102, Grants and Cooperative Agreements With State and Local Governments (10/07/1994)** (further amended 08/29/1997) [HTML](#) or [PDF](#) (10 pages, 43 kb)
- b) **OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (11/19/1993)** (further amended 09/30/1999, [Relocated to 2 CFR, Part 215](#))

2. Determination of Allowable Costs:

- a) OMB Circular A-21, as codified at 2 CFR Part 220, "Cost Principles for Educational Institutions"
- b) OMB Circular A-87, as codified at 2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments."
- c) OMB Circular A-122, as codified at 2 CFR Part 230, "Cost Principles for Non-Profit Organizations."

3. Audit Requirements:

- a) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Code of Federal Regulations/Regulatory Requirements: (as applicable):

- a) [43 CFR 12, Subpart E Buy American Requirements for Assistance Programs](#)
- b) [43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace](#)
- c) 2 CFR Part 1400, NonProcurement Debarment and Suspension, previously located at 43 CFR Part 42, Governmentwide Debarment and Suspension (Non-Procurement)
- d) [43 CFR 18 New Restrictions on Lobbying](#)
- e) [2 CFR Part 175 Trafficking Victims Protection Act of 2000](#)
- f) FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."

5. Buy American Act: Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial

assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

6. **Non-Discrimination:** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
7. **Lobbying Prohibition:** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
8. **Anti-Deficiency Act:** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

9. **Minority Business Enterprise Development:** Executive Order 12432 - It is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all

recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.

10. **Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
11. **Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
12. **Agency:** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
13. **Non-Exclusive Agreement:** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
14. **Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
15. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
16. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

B. Special Provisions

1. **Public Information and Endorsements.** Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2. **Publications of Results of Studies:** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
3. **Retention and Access Requirements for Records:** All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12.82 for State, local and Indian tribal governments

or 43 C.F.R. 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

4. **Audit Requirements:** Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §_215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

5. **Procurement Procedures:** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:
- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

- d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
6. **No Lobbying for Federal Funds:** The Recipient will not seek appropriations from Congress to support any ongoing or proposed Recipient activity or project relating to the subject matter of this Agreement or any amendments or sub-agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude the Recipient from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor should this paragraph be construed as requesting, authorizing or supporting advocacy by nonfederal entities before Congress.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving:** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

ARTICLE XIII – ATTACHMENTS

The following documents are attached to and made a part of this Agreement:

SF-270	Request for Advance Reimbursement
SF-424	Application for Federal Assistance
SF-424A	Budget Information - Non-Construction Programs
SF-424 B	Assurances - Non-Construction Programs
SF-425	Federal Financial Report

SF-LLL Disclosure of Lobbying Activities (if applicable)

The Standard Forms (SF) can be downloaded electronically at www.gsa.gov/forms

ARTICLE XIV – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE NACHC



L. David Taylor Date
COO

FOR THE NATIONAL PARK SERVICE



Jennifer Gartke Date
Agreements Officer