

3291



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU), dated December 28, 2021 (Effective Date), is made between **National Recreation and Park Association** (DUNS #: 042642892), a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of Newport Parks and Recreation** (DUNS #: \_\_\_\_\_) with a mailing address of \_\_\_\_\_, a provider of park, recreation, or community services in Newport, Oregon (Subgrantee).

**1. Purpose**

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Eight Thousand Five Hundred Dollars (\$8,500) made available to Subgrantee for the implementation of the project selected for grant funding (Project): *Electronic Health Record Referral Project – Expansion in Oregon* in partnership with Samaritan Health Services and Newport Parks and Recreation. This grant opportunity is the result of a partnership between NRPA and the Centers for Disease Control and Prevention (CDC), supported by the Funding Opportunity Announcement (FOA) Number: DP21-2106. The implementation and evaluation of this project will increase the current knowledge of strategies that foster clinical-community linkages, which supports a goal of DP21-2106 to establish environmental supports for the delivery and sustainability of AAEBIs or other community-based programs.

Having been selected as a recipient of funding through this program, Subgrantee is required to accept the terms contained within this MOU to receive funding as a grant recipient.

**2. Project Funding**

NRPA will provide payment in the form of a check as follows:

Organization	Payment Amount
Newport Parks and Recreation	<b>\$8,500:</b> Within 30 days of MOU execution

In compensation for services rendered pursuant to this Agreement, Subgrantee shall be paid a total of \$8,500 over the performance period.

Subgrantee will submit a budget for approval to NRPA, outlining how the grant funds will be spent and providing a justification for each expense, by January 30, 2022, and upon written approval by NRPA, Subgrantee will receive the grant funds.

**3. Subgrantee Program Administration and Implementation Requirements**

Subgrantee will implement Project in alignment with NRPA guidelines and timeline below:

- A. Collaborate with Samaritan Health Services Regional Health Education Hub (RHEHub) and Corvallis Parks and Recreation to:
  - a. Implement and expand AAEBI programming to ensure referrals to programs can happen regularly.
  - b. Refine the EHR referral process explored and developed in 2021 to maximize referrals and enrollment into AAEBI programming facilitated by Corvallis Parks and Recreation.
  - c. When referrals are received, park and recreation staff will follow up with the patient and enroll them in an AAEBI program, tracking enrollment and completion of the AAEBI.
- B. Participate in an 18-month Community of Practice and receive AAEBI instructor trainings and participant materials to ensure the quality, consistency, and impact of AAEBI programming.





- C. As a member of the CoP, Subgrantee will work with NRPA's Health Team, a public health consultant, Epic Health Solutions (EHS) and other CoP members to implement NRPA's Elevating Health Equity in Parks and Recreation: A Framework for Action that will improve the ability for agencies to deliver these evidence-based programs to all community members.
- D. Work with NRPA to expand referrals, and statewide work with the Oregon Health Authority and Oregon Park and Recreation Association to expand evidence-based chronic disease management programming in local parks and recreation through various strategies including but not limited to provider education.
- E. Participate in monthly conference calls and webinars, as needed.
- F. Participate in focus groups, interviews and other data collection measures, as needed.
- G. Track grant use expenditures (see section 7: *Use of Funds*; section 11: *Audit*; and 12: *Required Disclosures*).
- H. Continue to implement AAEBI program(s) at your local park and recreation agency with a goal to reach at least 100 participants.
- I. Submit mid and final reports to NRPA that include the following information: (one combined report should be submitted)
  - a. Overview of referral process and progress/accomplishments
  - b. Number of patients referred
  - c. Forms of patient follow-up (phone, etc.)
  - d. Total number of unique participants per program
  - e. Number of referred patients attending at least 1 program class
  - f. Number of referred patients completing a program session
  - g. Program description – dates, times, locations, and frequency of the class
  - h. Participant success stories and photos
  - i. Successes, challenges and recommendations regarding the referral system
  - j. Host a site visit for NRPA staff and stakeholders to observe program and provide technical assistance.
  - k. Share stories, lessons learned and challenges with NRPA on an ongoing basis.

#### **4. Promotion**

NRPA and CDC may use the Subgrantee and/or park names, photos, and/or information in connection with the Project for promotional or other purposes associated with the Project, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law. If the Subgrantee's photo release form does not cover promotional and other uses, NRPA can provide one upon request.

#### **5. Limits of Liability**

Neither NRPA, nor CDC, or any of their respective parents, subsidiaries, affiliates, officers, directors or employees shall be liable to Subgrantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this Project hereunder.

#### **6. Confidentiality**

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

#### **7. Term**







The term of this MOU will commence on the Effective Date and shall continue until September 29, 2023.

### **8. Use of Grant Funds**

The Subgrantee shall use the full amount of the grant for the purposes set forth in Section 1. Unless otherwise agreed in writing by the Grantor, the Subgrantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Subgrantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Code;
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor.
- D. Payments of salaries, other compensation, or expense reimbursement to employees of the Subgrantee within the scope of their employment do not constitute “grants” for these purposes and are not subject to these restrictions;
- E. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- F. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, sexual orientation, or gender identity or expression, or support of any entity that engages in these activities.
- G. To travel to NRPA’s Annual Conference or any other conference travel without prior written approval of project officer.
- H. For research or clinical care except as allowed by law, or to purchase furniture or equipment. Any such proposed spending must be identified in the budget.
- I. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - b. 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 any legislative body.
  - c. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

The subrecipient is expected to keep and maintain detailed books and records of all expenses relating to the Grant, and the Grant Funds (including, without limitation, all uses thereof and expenditures therefrom) during the Term and for a period of seven (7) years thereafter. All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

### **9. Observance of All Applicable Federal Laws**

Subgrantee agrees to abide by all federal laws, regulations, policies including:





- a. The CDC General Terms and Conditions for Non-research awards at: <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>.
- b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and HHS Awards in 2 C.F.R. Part 200 and 45 C.F.R. Part 75.
- c. All other general terms and conditions here: <https://www.cdc.gov/grants/federal-regulations-policies/index.html> including:
  - i. HHS Grants Policy Statement
  - ii. Federal Funding Accountability and Transparency Act (FFATA)
  - iii. Anti-Lobby Restrictions for CDC Grant Recipients
  - iv. Grantee Notification Guidance on the Establishment of Subaccounts

#### **10. Audit**

NRPA has the right to audit the Subgrantee's financial records relating to this agreement. The Subgrantee must maintain their financial receipts and must make the records available at any time as requested by NRPA. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this agreement, the Subgrantee may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, The Subgrantee may be barred from participation in any further programs.

#### **11. Audited Financial Statements**

Subgrantee agrees to provide NRPA annually with a copy of its most recent Audited Financial Statement (AFS), including its OMB A-133 Audit, if applicable, within 120 days after the close of the fiscal year.

#### **12. Required Disclosures**

Grantees must disclose, in a timely manner in writing to NRPA and the U.S. Department of Health and Human Services Office of the Inspector General (HHS OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this grant award. Disclosures must be sent in writing to NRPA and to the HHS OIG at the following addresses:

National Recreation and Park Association  
Kellie May, MTA  
Vice President of Programs & Partnerships  
22377 Belmont Ridge Road  
Ashburn, VA 20148  
Telephone: (703) 858.2176  
Email: [kmay@nrpa.org](mailto:kmay@nrpa.org) (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services  
Office of the Inspector General  
ATTN: Mandatory Grant Disclosures, Intake Coordinator  
330 Independence Avenue, SW  
Cohen Building, Room 5527  
Washington, DC 20201  
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or  
Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

#### **13. Termination**





Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

*These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth.*

**National Recreation and Park Association**

**City of Newport Parks and Recreation**

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

By: 

Printed Name: Kellie May

Printed Name: Spencer R. NeGol

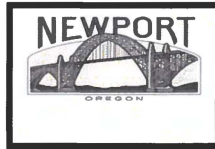
Title: VP of Programs & Partnerships

Title: City Manager

Date: MM DD, YYYY

Date: 01-18-22





**AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: NRPA MOU Date: 1/11/2022

Statement of Purpose: Continuation of partnership with Samaritan Health Services and Newport Parks and Recreation. Funds to be used to implement and expand programming with 18-month Community of Practice.

Department Head Signature: [Signature] 1-14-22

Remarks, if any: Continuation of past MOUs w/ NRPA.

City Attorney Review and Signature: [Signature] Date: 1/18/2022

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

Signature Name/Position Date: \_\_\_\_\_

Budget Confirmed: Yes  No  N/A

Certificate of Insurance Attached: Yes  No  N/A

City Council Approval Needed: Yes  No  Date: \_\_\_\_\_

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 1-18-22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 1/19/2022

Date posted on website: \_\_\_\_\_







**CITY OF NEWPORT  
GRANT APPLICATION INFORMATION**

Granting Agency: National Recreation and Parks Association

Grant Application Due Date: \_\_\_\_\_

Amount of Grant, if Awarded: \$8,500.00

City Match, if Any: \_\_\_\_\_

City Contact: Sonia Graham

Purpose of Grant: Electronic Health Record Referral Project - Expansion in Oregon, Continuation of partnership with Samaritan Health Services and Newport Parks and Recreation. Funds to be used to implement and expand programming in participation with 18-month Community of Practice.

Does Grant Require City Council Approval: To Apply  To Accept

Date of City Council Approval, if Required: \_\_\_\_\_

Does Grant Require City Manager Approval: To Apply  To Accept

Date of City Manager Approval, if Required: \_\_\_\_\_

Department Head Approval:  1-11-22  
Signature

Date of Approval: \_\_\_\_\_

Attach a copy of the grant application.

*This document must be completed, and fully executed by the appropriate parties, prior to applying for any grant.*

