3308



NATIONAL RECREATION AND PARK ASSOCIATION

Amendment I: Term Date Correction Memorandum of Understanding:

Electronic Health Record Referral Project – Expansion in Oregon

THIS AMENDMENT ("Amendment") is made this April 14, 2022 ("Effective Date") by and between the National Recreation and Park Association ("NRPA") and the City of Newport Parks and Recreation, a provider of park, recreation, or community services in Newport, Oregon ("Subgrantee").

WHEREAS, NRPA and the City of Newport Parks and Recreation entered into an MOU on December 28, 2021 (the "Agreement") pursuant to the implementation of the Electronic Health Record Referral Project – Expansion in Oregon project.

WHEREAS, funding in the amount of Eight Thousand and Five Hundred Dollars (\$8,500) was made available to the City of Newport Parks and Recreation for the implementation of the Electronic Health Record Referral Project – Expansion in Oregon ("Project"). This project is intended to increase the current knowledge of strategies that foster clinical-community linkages to establish environmental supports for the delivery and sustainability of AAEBIs or other community-based programs.

WHEREAS, NRPA and the City of Newport Parks and Recreation wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term date in the Agreement was incorrect, stating the project shall continue until Sept 29, 2023. That date and Section 7 in the Agreement is amended as follows:

The term of this MOU will commence on the Effective Date and shall continue until September 29, 2022.

2. This Amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

National Recreation and Park Association	City of Newport Parks and Recreation
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Printed Name: Kellie May	Printed Name: Spencer R. Nobel
VP, Programs and Partnerships	Title: City Mauage
Date:	Date: 4 / 19 / 22

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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.

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CITY OF NEWPORT GRANT APPLICATION INFORMATION

Granting Agency: Abthona Ricreation and Parks Association
Grant Application Due Date:
Amount of Grant, if Awarded:
City Match, if Any:
City Contact: Sinia Graham
Purpose of Grant: Electronic Health Record Referral Project-Expansion in Degen, Continuation of
pertourship with Someritan Health Services and Newport Parks and Receiptor. Finals 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: 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.



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 #:\\(\frac{15528878}{28528878}\)) with a mailing address of \(\frac{2056}{2056}\), \(\frac{15528878}{28528878}\), 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	\$8,500: 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 <u>Additional Requirement (AR) 12</u> 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:

NRPA National Recreation and Park Association

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 (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

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 Recre	ation and Park Association	City of Newport Parks and Recreation					
Ву:	Nellie May Digitally signed by Kellie May Dix: cn. Kellie May, o National Recreation and Park Association, our programs and Partinerships, email-isray@reps org. ceUs Date: 2022.01.25 15:46 41 -0500'	Ву:	Sexuel				
Printed Name:	Kellie May	Printed Name:	Spencer R. Nebol				
Title:	VP of Programs & Partnerships	Title:	City Manager				
Date: 1/25/202	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.

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Date posted on website:					





MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE LIBRARY OF OREGON AND NEWPORT PUBLIC LIBRARY

250 Winter St. NE Salem, OR 97301-3950 503-378-4243 Fax 503-585-8059 www.oregon.gov/library

This memorandum is between the State Library of Oregon (State Library) and Newport Public Library for the purpose of funding a library internship for a local high school junior or senior, to be completed in Summer 2022.

This MOU shall become effective upon signature by the authorized officials from each entity. This memorandum will expire on September 30, 2022.

The State Library agrees to:

- Direct up to \$1700 from the FY2021 LSTA ARPA State Grant to Newport Public Library for the direct purpose of this memorandum.
- Provide materials to guide successful mentor-intern relationships.
- Offer one-on-one technical assistance to Newport Public Library, as grant recipient.

Newport Public Library agrees to:

- Use the funds to recruit and hire an intern, in compliance with applicable nondiscrimination laws and minor workers laws.
- Assign a staff person to serve as a lead mentor, who will:
 - With the intern, develop a connected learning project;
 - Offer at least 3 hours a week of one-on-one mentoring and coaching;
 - Attend at least four (4) virtual meetings with State Library staff;
 - Be comfortable sharing successes, challenges, opportunities within the library, to community stakeholders, and with other libraries receiving this grant; and
 - Submit a final report, including a Power Point Slide deck, by September 30, 2022.
- Acknowledge the funding source in any publicity about the project or on resources created with grant funds. (See https://libguides.osl.state.or.us/lstagrants/acknowledgment)
- Expend all grant funds by August 31, 2022.
- Submit a spending report with all invoices and documentation related to grant purchases by August 31, 2022. All documentation must add up to at least the total grant amount.

SIGNATURES

State Library of Oregon

Buzzy Nielsen

Program Manager for Library Support

April 4, 2022

Spencer R. Nebel (it-, Managem City of Newport April 18, 2027

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