

GRANT COMMITMENT

November 14, 2007

Grantee: South Carolina Public Health Association

Grant Reference No.: P0119476-20 (Please refer to this number in all correspondence/reports)

Grant Period: October 1, 2007-February 28, 2011

Fiscal Year 1: October 1, 2007 – September 30, 2008

Fiscal Year 2: October 1, 2008 – September 30, 2009

Fiscal Year 3: October 1, 2009- September 30, 2010

Fiscal Year 4: October 1, 2010- February 28, 2011

Grant Amount: \$85,724.00

APHA Contact: Kimberly Moore

The American Public Health Association (APHA) is pleased to provide the above-reference grant subject to the following conditions:

GRANT CONDITIONS

- Purpose:** Grant funds shall be used solely to build the capacity of your state or regional public health association(s), incorporated herein by reference (hereinafter "Grantee"), the American Public Health Association/Affiliate grassroots policy network and improve our nation's ability to respond to new and emerging public health threats, as specified in the proposal submitted to APHA on August 17, 2007, incorporated herein by reference (hereinafter "Project"). The W.K. Kellogg Foundation (WKKF) has provided funding for this Project.
- Budget, Fiscal Year (s), and Expenditures:** Grant funds shall be used only as indicated in the line items of the approved budget. **Grantee must obtain advance written approval from APHA for disbursements deviating \$5,000.00 or more per Fiscal Year within the line items of the approved grant budget.** Only expenses directly attributable to the grant are allowed; therefore, a general overhead percentage and indirect costs are not allowed. No portion of the grant funds may result in any personal benefit to any APHA or Affiliate Trustee, Officer, employee, or his/her spouse or parents, as well as children, grandchildren, and great grandchildren or their respective spouses for any purpose.

Expenses must be incurred against the budget and fiscal year(s) as follows:

BUDGETED LINE ITEMS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER DIRECT COST					
Office Space or equivalent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operations	\$3,440.00	\$10,915.00	\$915.00	\$500.00	\$15,770.00
Communications/Marketing	\$3,000.00	\$2,000.00	\$7,000.00	\$0.00	\$12,000.00
Liability Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Supplies	\$2,840.00	\$0.00	\$8,750.00	\$0.00	\$11,590.00
Equipment	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Payroll/Accounting Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel (including APHA mtgs.)	\$500.00	\$4,000.00	\$4,801.00	\$0.00	\$9,301.00
Meeting Expenses	\$10,000.00	\$10,000.00	\$9,000.00	\$1,500.00	\$30,500.00
PURCHASED SERVICES					
Consultants	\$0.00	\$2,250.00	\$1,250.00	\$0.00	\$3,500.00
Contracts	\$500.00	\$563.00	\$0.00	\$0.00	\$1,063.00
TOTAL	\$22,280.00	\$29,728.00	\$31,716.00	\$2,000.00	\$85,724.00

3. Accounting: Grantee must maintain separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required.

4. Payment:

- A. Upon receipt of your signed acceptance of this Grant Commitment, payment of \$22,280.00 will be mailed to the address listed on the Grantee Acceptance.
- B. Successive payments are contingent upon **receipt and approval** of an Annual Report, as defined in paragraph 5B of this agreement, which demonstrates to APHA, satisfactory progress of the stated objectives of the grant funded Project.
- C. APHA reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.

5. Reporting

- A. Grantee will provide APHA with a Quarterly Financial Report due on the 15th day following the end of each quarter in the Fiscal Year, as defined on page one (1) of this agreement. The Quarterly Financial Report will summarize expenditures that have been disbursed to date and address any modifications from the approved budget. Grantee should discuss any foreseen financial variances from the approved budget. Grantee is required to use the Financial Report Form, which will be individualized to your specific grant proposal and provided to you with sufficient time for completion. All financial reports should be completed using consistent accounting practices (cash or accrual) and should be signed only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee.
- B. Within 30 days following the end of each Fiscal Year, as defined on page one (1) of this agreement, the Grantee will furnish APHA with an Annual Report. The Annual Report will contain (i) a narrative report of the process toward achieving the objectives of the Project and address the evaluation questions established for the grant in the APHA Reporting Guidelines, indicating Grantee's compliance with the terms of the grant, and (ii) a financial statement reporting expenditures according to the approved grant budget and the terms of this Grant Commitment agreement, with inclusion of any modifications. Grantee is required to use the Financial Report Form. Failure to provide timely reports will result in delay in processing subsequent payments under this grant.

- C. A Final Report (which includes a narrative report and a statement of expenses) is to be provided to APHA no later than three (3) months after the close of the Grant Period, February 28, 2011.
- D. Any unexpended funds remaining at the end of the Grant Period must be immediately returned to APHA, unless an extension of the Grant Period has been approved in writing by APHA. Funds may not be transferred to any other grant or project.

These reports will not be disseminated by APHA without prior written consent of the Grantee, with exception of excerpts that may be used in APHA's Annual Report submitted to WKKF.

- 6. **Evaluation:** Grantee is required to participate in all evaluation activities for the Project, for which reasonable notice will be given. This requirement entails completion of an annual Web-based questionnaire about general organizational capacities, as well as grant specific activities and achievements. Grantees will also be required to provide information to support the administration of surveys of Affiliate membership and local stakeholders on two occasions during the grant period. Grantee may be required to participate in random on-site visits by APHA or its designated representative.
- 7. **Audit:**
 - A. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant and (ii) retain these records during the Grant Period and continuing at least five (5) years after receipt and approval of the Final Report. During this time, Grantee shall make such records available to APHA and/or WKKF (or its designated representatives) for inspection. If Grantee conducts a financial audit, then it shall send a copy to APHA within 60 days of issuance.
 - B. APHA or WKKF may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
- 8. **Required Activities:**
 - A. Grantee's Project Manager is required to participate in Quarterly Conference Calls with APHA Affiliate Affairs Staff. The Quarterly Conference Calls will be scheduled by APHA with reasonable notice, refer to the APHA Reporting Guidelines for a tentative schedule.
 - B. Grantee's Project Manager is required to attend all APHA Annual Meetings held during the Grant Period.
 - C. Grantee's Project Manager is required to attend all designated APHA Technical Assistance Trainings held during the Grant Period, either on a regional or national level.
- 9. **Repayment/Termination of Grant Funds:** If APHA, in its sole discretion, determines that the grant funds are not being used by the Grantee in an effective and efficient manner to further the grant's purpose or that Grantee has otherwise failed to comply with the terms of this Commitment, APHA may (i) discontinue any further payments to Grantee (under this or any other Commitment APHA may have with Grantee) and (ii) direct Grantee to repay APHA any grant funds not used in accordance with this Commitment.

10. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead, or any item copyrighted by APHA may not be used by the Grantee without written permission of APHA.
11. **Equal Opportunity:** APHA gives high priority to the realization of the equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project covered by these grant funds.
12. **Royalties:** Publications, instructional modules, or other products, materials, or information (including computer software) developed in connection with this Project should come into public domain and shall NOT provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any moneys realized by Grantee from product sales must be utilized exclusively for this Project or for educational and charitable purposes.
13. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend, and hold harmless APHA, its officers and directors, and employees from and against all claims, damages, or injuries to person or property of APHA, Grantee, or any third party arising out of (directly or indirectly) or related in any way to the negligent actions or omission of the Grantee, its officers, employees, agents under this grant or Project, except to the extent the claims, damages, or injuries are caused by the negligent acts or omissions committed by APHA.
14. **Tax Requirements:**
 - A. Grant funds may be expended only for charitable, educational, literary, or scientific purposes in accordance with the document(s) listed in paragraph 1 of this agreement and the terms of this Commitment. Grant funds may be used to inform the public or influence public policy consistent with the document(s) listed in paragraph 1 subject to the provisions of paragraph 14B below.
 - B. Under the U.S. Internal Revenue Code (“Code”) may not use grant funds nor any income earned thereon:
 - a) To carry on propaganda or otherwise to 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 make grants to individuals or other organizations that do not comply with the requirements of the Section 4945(d)(3) or (4) of the Code, or
 - d) To undertake any activity other than for a charitable, educational, literary, or scientific purpose specified in Section 170(c)(2)(B) of the Code.

Grantee agrees to include this condition in any sub-grant utilizing funds from this grant.
 - C. Grantee represents that it is an organization in Section 501(c)(3) of the Code and is not a “private foundation” with the meaning of Section 509(a) of the Code. Grantee will notify APHA immediately of any change in its tax status, including any substantial change in its sources of support for taxable year affected by this grant. Grantee also agrees that any sub-grant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a “private

foundation” within the meaning of Section 509(a) of the Code and Grantee agrees to ensure that any sub-grant utilizing APHA funds will not be made to any organization on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List.

15. **Compliance with Laws:** Grantee will comply with all applicable local, state, and federal laws and regulations.
16. **No Control:** Beyond the rights and obligations specifically stated in this letter, APHA disclaims any legal right to control or other wise influence the Grantee’s use of any funds provided pursuant to this Agreement. Furthermore, it is expressly understood that in making this grant APHA assumes no obligation to provide additional funding to the Grantee.
17. Grantee agrees to immediately notify APHA of any (A) changes in affiliate leadership and (B) changes in the Grantee’s organizational structure, financial condition, program management, professional staffing, fiscal agent, and operations that (i) threaten the Grantee’s financial stability, (ii) cause significant differences from the initial representation to APHA of the Grantee’s financial position, or (iii) affect the Grantee’s ability to complete the Grant Project as agreed.
18. This agreement contains the entire agreement between APHA and the Grantee relating to the subject matter hereof, and supercedes all prior contemporaneous negotiations, correspondence understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended on by mutual written consent of both parties.
19. Grantee is required to maintain an active Memorandum of Understanding with APHA through the duration of the Grant Period.
20. APHA’s wavier or failure to enforce the terms of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.

American Public Health Association



Title: Executive Director

Date: November 14, 2007

If this Grant Commitment correctly sets forth your understanding of the terms of this grant, please indicate your organization’s agreement with such terms by signing the Grant Acceptance and faxing to Kimberly Moore, and mailing two (2) original Grant Commitments for our files. Processing of your payment will continue upon receipt of your Grant Acceptance.

Kimberly Moore
Grant Administrator
American Public Health Association
800 I Street NW
Washington, DC 20001-3710

Telephone: 202-777-2424
Fax: 202-777-2531

GRANTEE'S ACCEPTANCE

We acknowledge that we have received, reviewed, and retained a copy of this Grant Commitment dated November 14, 2007. We agree to all of the terms and conditions set forth herein, and we will comply with them.

Grantee Organization: South Carolina Public Health Association

Grantee Signature: _____

Printed Name: _____

Affiliate Role: _____

Date: _____

Grantee is required to appoint a Project Manager to oversee the implementation of the grant and attend required meetings during the Grant Period. The designated Project Manager will receive all inquires relating to this grant, including legal documents and checks. APHA requires all mail be delivered to a single address for your organization. Please indicate the correct contact information below, if the listed information is not correct. **Please notify APHA in writing if this person and/or contact information changes.**

Dr. Katy L. Wynne
PO Box 11061
Columbia, SC 29211
wynnekl@dhec.sc.gov

Correct Contact Information:

