2017 LIVESTRONG® at the YMCA Mini-cohort

Request for Proposal

Please read the following criteria for the Application Before Continuing:

- Through funding from the CDC, YMCA of the USA (Y-USA) is offering Y associations already delivering the YMCA's Diabetes Prevention Program in South Carolina and Pennsylvania the opportunity to apply for participation in a LIVESTRONG at the YMCA Mini-cohort.

- Y-USA will select Y associations, based on the quality of their responses and their application score, to participate in a LIVESTRONG at the YMCA Mini-cohort. Each Y association will be awarded one grant of $2,500.00 to offset a portion of the participation expenses. Y-USA will provide technical assistance and training.

- If selected to participate in the LIVESTRONG at the YMCA Mini-cohort, Y associations must be prepared to allocate, in addition to the $2,500.00 total grant award, internal funds and resources to successfully implement the work included as part of the LIVESTRONG at the YMCA Mini-cohort.

- If selected to implement LIVESTRONG at the YMCA, your Y will be required to send a project team of at least three relevant staff to up to two (2) learning sessions, two (2) days each. Learning session dates and location to be determined within PA and SC. While there will be no registration or course fees for these learning sessions, all travel expenses will be the responsibility of participating Ys. Grant funds may be used to cover or offset travel expenses.

- If selected, your Y will also be required to send additional relevant staff to a two-day LIVESTRONG at the YMCA Instructor training and ensure that selected staff meets all training pre-requisites, listed below. You may also reference the course description here: https://lcdc.yexchange.org/Catalog/Course/Detail/1088. Note: unless they plan to also serve as front-line LIVESTRONG at the YMCA Instructors delivering the exercise program to participants, the three members of your project team are not required to attend LIVESTRONG at the YMCA Instructor training.

LIVESTRONG at the YMCA Instructor trainings are held at regional training events and hosted by local Ys. Travel may be required to attend available trainings. All travel expenses and course fees will be the responsibility of participating Ys. Grant funds may be used to cover or offset travel expenses.
ELIGIBILITY FOR THE LIVESTRONG AT THE YMCA MINI-COHORT

Ys that have previously participated in the LIVESTRONG/Y Cancer Survivorship Physical Activity and Well-being Collaborative, LIVESTRONG at the YMCA Learning Cohort or a 2015 or 2016 Chronic Disease Capacity-Building Grant Cohort are NOT eligible to apply.

- In order to be eligible Y associations must:
  - Be in compliance with Article II, Section 2 of the National Council of YMCAs Constitutions (Qualifications of Membership).
  - Submit an online application via Easygrants on http://grants.ymca.net that clearly and specifically describes your Y association’s readiness to participate in the LIVESTRONG at the YMCA Mini-cohort process. For detailed information on proposal questions, please reference the LIVESTRONG at the YMCA Mini-cohort Background and Information and Scoring sections of the RFP. Individual branches may not apply. Association/metro offices (using their own 4-digit number) must submit ONE application on behalf of their association. All questions must be answered by the applicant. The online application process will close on April 14, 2017 11:59:59 PM Central Daylight Savings Time. Easygrants will cease to accept applications at that point.

THE LIVESTRONG AT THE YMCA MINI-COHORT BACKGROUND AND INFORMATION

Cancer survivors; those who are living with, through, and beyond cancer; are increasingly aware of the positive impact that moderate physical activity, supportive relationships, and stress reduction techniques can have on their quality of life. However, there are few community-based programs and centers prepared to welcome and engage cancer survivors with respect, to make appropriate adjustments in the environment, and to ensure participants’ safety and comfort. The Y is in a unique position to fill this gap by developing cancer survivor programs, training program leaders, and modifying their environments to support cancer survivors’ pursuit of health and well-being.

The LIVESTRONG at the YMCA Mini-cohort is a focused approach to engage Ys who are already delivering the YMCA’s Diabetes Prevention Program leverage experiences delivering an Evidence-Based Health Intervention prepare for and launch LIVESTRONG at the YMCA. Ys chosen to participate in a LIVESTRONG at the YMCA Mini-cohort will utilize resources developed by an expert panel of leading cancer survivorship researchers, academicians, and practitioners and by four years of testing in leading Ys. The four-month learning process will prepare Ys to implement promising approaches to support cancer survivors, including developing and delivering a physical activity program for cancer survivors called LIVESTRONG at the YMCA. Participating Ys must agree to follow program standards, including ensuring required staff competencies.

Ys that are chosen to participate in a LIVESTRONG at the YMCA Mini-cohort must select a team of representatives who will attend up to two (2) learning sessions in 2017 and lead the implementation of the program. Guidance on selecting the best staff members for these roles will be provided during an Executive Strategy Session webinar convened by Y-USA shortly after awards are announced. Teams are made up of at least three (3) staff and/or volunteers per association who will fill the following roles:
- **Project Manager** – An association leader with access to executive leadership. Must be able to offer support to staff while moving the project forward and be able to make organizational and operational changes when necessary. Facilitates his/her Y association’s involvement in the four (4) month Mini-cohort and serves as primary representative to Y-USA during the Mini-cohort process and beyond. Synthesizes learning and monitors association’s progress toward goals. Utilizes Listen First skills to engage and coach staff, convene team meetings, and navigate around barriers to successful completion of work. He or she will also submit reports and evaluation materials on behalf of the association. *Estimated time commitment: 5 hours per week.*

- **Program Coordinator** – An individual with Health and Wellness experience or understanding and credibility among subordinates and/or peers. Must be a clear communicator with ability to model expected skills and competencies for staff. Responsible for ensuring Y association’s preparedness to implement the 12-week **LIVESTRONG** at the YMCA program. Will select and recruit instructors, ensure proper training, and monitor/coach instructor performance, including documentation and submission of program data. *Estimated time commitment: 3 hours per week.*

- **Member Engagement Team Member** – An individual with credibility within the Y association who can inspire colleagues throughout his/her association to meet expectations for understanding this work and engaging participants. Must be a clear communicator with ability to train, lead, and model skills and competencies expected of all staff. Experienced in convening groups of diverse stakeholders around a shared goal of chronic disease prevention. Responsible for ensuring that cancer survivors and caregivers experience a warm and supportive environment and that **LIVESTRONG** at the YMCA is incorporated into member messaging. Leads activities to ensure that all branch staff are aware of and understand **LIVESTRONG** at the YMCA and demonstrate empathy for survivors, and that other Y members understand and accept participants. *Estimated time commitment: 3 hours per week.*

Ys must also agree to ensure that program staff who are selected to be **LIVESTRONG** at the YMCA Instructors meet all training pre-requisites (below) and attend one (1) required instructor training. Pre-requisites include:

1) Engaging with Cancer Survivors E-Learning

*Note: There is a $20 certification fee for this E-Learning course. Each instructor candidate must take the E-Learning before they take the **LIVESTRONG** at the YMCA Instructor course. Upon successful completion of the E-Learning module, the course will appear automatically on students’ transcript.*

2) Current CPR certification

*Proof of current certification must be uploaded into each Instructor’s Learning and Career Development Center (LCDC) record on [www.lcdc.yexchange.org](http://www.lcdc.yexchange.org) before he or she will be able to register for additional training. Please consult LCDC for a list of CPR certifications accepted by Y-USA.*

3) YMCA Group Exercise Instructor or YMCA Strength and Conditioning Instructor certification (or Y-USA-approved equivalency on instructor candidates’ transcripts).

*Note: Candidate must apply for equivalency if needed.* Equivalency includes: a) current CPR, b) Orientation to Healthy...
Living at the Y, c) Foundations of Listen First, d) Principles of Member Health and Wellness, e) Group Exercise at the Y OR Wellness Center at the Y (depending on which type of equivalent certification you’re applying for) f) a current national certification from our approved equivalency list, g) all of this on instructor candidates’ USA transcript. If instructor candidate has an equivalent certification (e.g., ACE, ASCM, etc.) it must be on their official YMCA training transcript before it will count as a prerequisite for the LIVESTRONG at the YMCA Instructor training course.

To verify that a certification is eligible, go to the LIVESTRONG at the YMCA course description at https://lc directory.ymca.net/Catalog/Course/Detail/1088 and click on “Pre-Requisites”. Candidates can fill out an application for Equivalency on-line and pay by credit card. There is a $50 fee. Please complete your application for equivalency at least 10 days prior to the LIVESTRONG at the YMCA Instructor Training.

For additional information on pre-requisites, please refer to the course description on LCDC. Please note that while participating Ys are responsible for costs associated with these trainings, financial assistance may be available through Y-USA. Please visit the following link to learn more:

https://ymcausa.org/Grant/Programs/Financial-Aid-Scholarships.aspx

In addition, a project manager and a senior leader, preferably the CEO, will be required to participate in an Executive Strategy Session webinar to discuss program commitments. Other requirements of participation are included in the Pledge section of this RFP.

Funding Facts

- YMCA of the USA (Y-USA) will select 10 Y associations who are already delivering the YMCA’s Diabetes Prevention Program in South Carolina or Pennsylvania, based on the quality of the given responses and application score, for participation in a LIVESTRONG at the YMCA Mini-cohort. Each selected Y will receive a grant award of $2,500.00 and technical support from Y-USA. Ys will also receive LIVESTRONG at the YMCA co-branded template marketing materials and guidelines to support marketing the program within their community.
- The $2,500.00 in funding is intended primarily to offset Y travel expenses to up to two (2) learning sessions and one (1) instructor training that are required of Ys participating in the LIVESTRONG at the YMCA Mini-cohort. All funds are to be spent by June 30, 2017.
- Ys that have participated in the LIVESTRONG/Y Cancer Survivorship Collaborative, a LIVESTRONG at the YMCA Learning Cohort, or any other LIVESTRONG at the YMCA funded opportunity, the 2015 EnhanceFitness Chronic Disease Capacity-Building Grant Cohort or the 2016 Blood Pressure Self-Monitoring Chronic Disease Capacity-Building Grant Cohort are NOT eligible to apply.
- Each Y association will be notified of their award status in mid-May 2017.
- The Y associations selected will be expected to begin participating in the LIVESTRONG at the YMCA Mini-cohort and will conclude 4-5 months after the start date.
1.) HOW WILL YOUR Y LEVERAGE YOUR YMCA’S DIABETES PREVENTION PROGRAM REFERRAL SYSTEM AND STAKEHOLDER GROUPS TO SUPPORT EFFORTS FOCUSED ON CANCER SURVIVORSHIP?

When answering this question, please provide details and examples of any or all of the following:

- How your Community Advisory Board support this work
- How you’ve engaged existing partnerships with health care providers or other potential referral partners to explore or develop viable options for generating referrals into your programming and formalizing referral processes.
- Developed and sustained any formal or informal partnerships with stakeholders like local health departments, local chapters of medical associations, local physician groups, health systems or individual health care providers, local hospitals or hospital foundations, local accountable care organizations, or Federally Qualified Health Centers or community clinics.
- Involved senior leadership at the Y in conversations with the health care community about developing referral systems for cancer survivorship.
- Established methods by which your staff routinely communicate with referring providers about the progress their patients are making at your Y.
- Allocated staff time and resources toward health care provider engagement and ongoing formal referral system development and support.

2.) WHAT STEPS HAS YOUR Y ALREADY TAKEN TO ENSURE EVERY PERSON HAS AN OPPORTUNITY TO ACHIEVE OPTIMAL HEALTH BY ENGAGING IN INCLUSIVE STRATEGIES THAT PROVIDE MARGINALIZED OR UNDERSERVED COMMUNITIES WITH OPPORTUNITIES FOR ACCESS AND ENGAGEMENT REGARDLESS OF THEIR DIMENSIONS OF DIVERSITY (SUCH AS AGE, GENDER/GENDER IDENTITY, PHYSICAL/MENTAL ABILITY, RACE/ETHNICITY, SEXUAL ORIENTATION, EDUCATION BACKGROUND, GEOGRAPHIC LOCATION, OR INCOME LEVEL)?

When answering this question, please provide details and examples that show how your Y has made progress towards any or all of the following:

- Created strategic plan objectives, goals, or action items to promote diversity & inclusion and acknowledge the increased need for support in underserved communities
- Established hiring practices that increases staff and volunteer diversity, inclusion and access for all
- Ensuring all staff, including management and leadership, are trained in practices for embedding cultural competency into implementation of programs and services
- Utilizing community data to understand the health needs of your community and to tailor outreach and implementation strategies accordingly
- Implementing strategies that remove barriers to participation for members of underserved communities
- Working with community partners to ensure appropriateness of resources for reaching different audiences
- Measuring utilization of programs and services to determine the extent to which they are reaching different audiences
- Providing a variety of programming and services that is culturally appropriate and reaches all members of your community, regardless of ability to pay or other barriers to access.
- Implementing sustainable solutions that address social determinants of health (housing, transportation, education, income, human services, public safety, access to affordable healthy foods, access to physical activity, access to culture and the arts)
3.) **WHAT HAS YOUR YMCA LEARNED FROM YOUR EXPERIENCE IMPLEMENTING THE YMCA’S DIABETES PREVENTION PROGRAM THAT YOU’LL APPLY TO YOUR WORK IN CANCER SURVIVORSHIP?**

When answering this question, please provide details and examples of how your Y has done any or all of the following:

- Implemented one or more programs that requires participants to meet specific health-related criteria and how you’ll apply that learning to cancer survivorship
- Implemented one or more programs that required strict adherence to the program model and how you’ll apply that learning to cancer survivorship
- Ensured staff have a certain level of functional expertise or to complete one or more specific, mandatory trainings to deliver one or more programs and how you’ll apply that learning to cancer survivorship
- Implemented one or more programs that required your Y to meet designated participant recruitment goals
- Used program data for the purposes of quality improvement for one or more programs
- Adopted policies and practices to ensure safeguarding of information and protection of participant privacy
- Implemented one or more programs that required a high level of accountability to program partners, participant referring entities, the health care community, employers, health plans, and/or funders (this includes providing regular reports on recruitment, expansion, staff training, participant outcomes, etc.)

4.) **HOW IS CHRONIC DISEASE PREVENTION TIED TO YOUR Y’S MISSION AND STRATEGIC PLAN? WHAT STEPS HAS YOUR YMCA ALREADY TAKEN TO ENSURE YOU CAN SUSTAIN A CHRONIC DISEASE PREVENTION PROGRAM? WHY IS NOW THE RIGHT TIME TO LAUNCH LIVESTRONG AT THE YMCA?**

When answering this question, please provide details and examples of how your Y has done any or all of the following:

- Incorporated specific language prioritizing evidence-based chronic disease prevention programming and related action steps into your strategic plan/mission
- Created specific Board, Y leadership, and staff performance objectives that relate to evidence-based chronic disease prevention programming
- Adopted organizational policies that align with the tenets of chronic disease prevention, such as the Healthy Eating and Physical Activity (HEPA) Standards
- Secured at least one long-term funding source or community partnership that supports/will support this work
- Identified or created dedicated chronic disease prevention program oversight, coordination, delivery, and administrative support roles
- Created or begun to create a sustainability plan for evidence-based chronic disease prevention programming
**Pledge Form:**

Subject to the availability of funds and the approval of the appropriate federal agency, if awarded a 2017 LIVESTRONG at the YMCA Mini-cohort Grant, the following terms and conditions shall apply:

**General Compliance**

1. The local Y shall remain in compliance with Article II, Section 2 of the National Council of YMCAs Constitution (Qualifications for Membership).

2. The local Y shall inform YMCA of the USA (Y-USA) ([livestrongattheymca@ymca.net](mailto:livelongattheymca@ymca.net)) regarding any changes to staff contact information related to the work being conducted under this grant, including but not limited to program leads and grants/development contacts for reporting.

**Funding and Use of Funds**

1. The local Y shall receive grant funding in one installment of $2,500.00, to be sent by Y-USA no later than May 2017 (pending approval of the appropriate funder and subject to the availability of funds).

2. Funding allocations are both approximate and subject to change contingent upon availability of funding.

3. The local Y shall spend entire award for travel and implementation of the grant objectives as outlined in the budget and this pledge. Funds may be used for the following: learning session and instructor training costs (including travel, hotel, meals, registration, etc.); start-up (including equipment, recruitment of participants, supplies, etc.); operational (facility rentals, kick-off events, etc.), or staff expenses (salary of staff conducting or promoting the program). The local Y shall also submit to Y-USA an initial budget plan for the award and a budget tracking form (EXHIBIT A, below) that indicates the expenditures related to the award by June 30, 2017.

4. The local Y shall comply with the requirements stated in all of the agreements in connection with this grant and will not redirect funds or sub-contract with any organization that requires the payment of indirect costs on these funds. In addition, these funds are not intended to fund the indirect costs of local Y.

5. Funds shall not be used as “grants” or “loans” to other organizations.

6. The local Y shall expend all grant funds by June 30, 2017.
7. The local Y shall allocate grant funding in a manner consistent with the terms of this pledge document and the required scope of work for this project. Y-USA may visit, monitor, and/or conduct an audit of the local Y’s records at any time. If YMCA of the USA should determine that further expenditure of funds would not produce beneficial results, the local Y will refund the balance of funds remaining and terminate the local Y’s participation in the program. The local Y understands and agrees that YMCA of the USA has no obligation to provide funds other than those granted pursuant to the Application. If Y-USA does not receive funds or such funds are cancelled, in whole or in part, Y-USA may in turn cancel this agreement in whole or in part.

**Staffing and Trainings**
1. The local Y CEO shall identify appropriate staff for different aspects of the grant and assign them to carry out the tasks as outlined in the grant objectives.

2. The local Y shall select staff participants from the association and branch levels who will be fully committed to and engaged in the LIVESTRONG at the YMCA roll-out, including instructors who meet the qualifications for selection *(including having completed pre-requisite trainings for the LIVESTRONG at the YMCA Instructor course, listed below)*, and who fulfill the responsibilities for participation:
   - Engaging with Cancer Survivors E-Learning
   - Current CPR certification
   - YMCA Group Exercise Instructor or YMCA Strength and Conditioning Instructor certification (or applied for and received Y-USA equivalency credit)
   - LIVESTRONG at the YMCA Instructor Training

**Participation and Reporting**
1. The local Y shall participate in performance monitoring activities with Y-USA staff. This includes but may not be limited to data collection, budget reporting and other reporting requirements with deadlines from Y-USA and Y-USA’s funder(s).

2. The local Y shall allow YMCA of the USA staff and/or CDC staff and their representatives to conduct site visits for the purpose of information-gathering and program assessment of the local Y’s program/activities.

3. The project manager and local Y senior leader, preferably the CEO, shall participate in one (1) required executive strategy session (via webinar) with Y-USA.
4. The local Y shall name a Project Manager who will serve as a primary contact for Y-USA, as well as health and wellness and member engagement representatives to participate in cohort activities including routine conference calls and two in-person learning sessions for which travel may be required.

5. The local Y will be required to collect and utilize their own local data, including functional assessment, Promis29, participation/attendance and membership conversion data. In addition, the local Y will submit participant numbers, membership conversion data, program site and contact information quarterly to Y-USA. This information is required to be submitted as long as the local Y is a provider of the LIVESTRONG at the YMCA program. The local Y also agrees that, when a national data system becomes available, it will submit all required program data into this system according to the standards set forth by Y-USA.

6. The local Y recognizes that all data submitted to Y-USA may be used for program evaluation purposes and/or shared in aggregate with Y-USA’s funding partners.

7. The local Y shall provide press clippings, photos, feedback and success stories from this program to Y-USA’s Financial Development Department, periodically and as requested, on a timely basis. A minimum of two participant testimonials (with photos) and copies/links to any press clippings shall be submitted to livestrongatthemymca@ymca.net by the conclusion of the pilot period. When collecting photographs and testimonials, the local Y shall utilize Y-USA’s customizable photo release (available on the Brand Resource Center) to keep on file with its grant documentation.

**Deliverables**

1. The local Y shall work toward developing innovative ways to support the health and well-being needs of those living with and beyond a cancer diagnosis.

2. The local Y shall fully participate in all Mini-cohort activities led by Y-USA and its designees.

3. The local Y shall initiate a pilot LIVESTRONG at the YMCA program session by or before October 1, 2017.

**Media and Communications**

1. The local Y shall submit any communications, print materials, reports, etc. directly to Y-USA for approval by Y-USA prior to local distribution. The local Ys shall not send communications, print materials, reports, etc., directly to YMCA of the USA’s funding partners for this grant.

**Sustainability**

Each year, Ys will be asked to sign a pledge to ensure their ongoing commitment to the quality, safety, and fidelity of LIVESTRONG at the YMCA by agreeing to the following:
1. Each Y association offering LIVESTRONG at the YMCA will have representation on regional conference calls (held quarterly) in order to continue peer sharing and focus on continuous quality improvement.

2. Each Y association will commit to participate in the required LIVESTRONG Quarterly Survey. Data reported will be accurate and reflect the outcomes of the program.

3. Each Y association offering LIVESTRONG at the YMCA must verify annually that they are meeting the following quality assurance standards in order to maintain their use of the national program model and brand:
   - Offers at least one 12-week session of LIVESTRONG at the YMCA.
   - Follows national branding guidelines for use of the LIVESTRONG at the YMCA name and mark.
   - Ensures that all Instructors achieve and maintain certification in LIVESTRONG at the YMCA: A Cancer Survivor Exercise Program course.
   - Upholds the LIVESTRONG at the YMCA name and mark, ensuring program quality and safety.
   - Reports any adverse events to Y-USA, using the “Incident Report Form”, in a timely manner.
   - Offers LIVESTRONG resources to all LIVESTRONG at the YMCA participants (brochures, guidebooks, wristbands, access to Navigation Services).

Other
1. The local YMCA shall communicate with the appropriate identified person at Y-USA about any research or program evaluation opportunity. The local Y shall share any documents/information received from the researcher with Y-USA contact in charge of managing the Y program/initiative and discuss the opportunity and need for Y-USA involvement with appropriate Y-USA staff.

2. YMCA of the USA and the LIVESTRONG Foundation share the rights to the LIVESTRONG at the YMCA program, and the local Y shall not utilize the curriculum except for the purposes of the grant objectives. The local Y shall not enter into any other agreements related to the curriculum or the sharing of curriculum outcome data without notification to YMCA of the USA.
## EXHIBIT A

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PARTICIPATION AGREEMENT BETWEEN
YMCA GRANT AWARD RECIPIENT
AND
THE NATIONAL COUNCIL OF YOUNG MEN’S CHRISTIAN ASSOCIATIONS OF THE UNITED STATES OF AMERICA

Introduction

The National Council of Young Men’s Christian Associations of the United States of America ("YMCA of the USA") has obtained funds to support grant awards to local YMCAs. Subject to the availability of funds, YMCA of the USA will select Member YMCAs or a group of Member Associations ("Recipient") for receipt of a 2017 LIVESTRONG at the YMCA Mini-cohort Grant to be utilized for programs identified by YMCA of the USA or the applicable grantor. Each grant, in the amount of not less than two thousand five hundred ($2,500.00) shall be used in strict compliance with the criteria set forth in the 2017 LIVESTRONG at the YMCA Mini-cohort Grant RFP. All successful Recipients agree to the terms and conditions of this Participation Agreement, and acknowledge that failure to strictly comply with its terms may disqualify Recipient from being eligible for future grants.

Parties

The Parties to this Participation Agreement are YMCA of the USA and ______________________________________ (“Recipient”), their heirs, successors, and assigns.

Award

YMCA of the USA has awarded the Recipient a grant as described in the Introduction above. Recipient agrees to use this award only for the purposes set forth in the Application Criteria and the accepted Application, both of which are incorporated by reference.

Compliance with Program Requirements

Recipient agrees to comply with the Pledge agreed to in the Grant Application, which is incorporated in this Participation Agreement by reference. Recipient will cooperate as needed with YMCA of the USA in evaluating program objectives and accomplishments required by the grant program, and will provide orientation to any relevant staff and governance bodies concerning the goals and requirements of the program. Recipient will maintain accurate records of all deposits and withdrawals of grant funds from its bank account; interest earned on such funds; and all receipts and expenditures of such funds. Recipient will also maintain the necessary and accurate books, records, receipts, documents and other evidence that the funds were allocated and spent properly in accordance with the Application criteria.

Reviews and Reporting; Cancellations and Refunds

YMCA of the USA may visit, monitor, and/or conduct an audit of Recipient’s records at any time. Recipient will file complete and accurate reports as requested by YMCA of the USA. If documentation, program and financial reports are not filed correctly or if Recipient is not performing program/project objectives, YMCA of the USA may require repayment of all or part of the award amount. If YMCA of the USA should determine that further expenditure of funds would not produce beneficial results, Recipient will refund the
balance of funds remaining and terminate Recipient’s participation in the program. Recipient understands and agrees that YMCA of the USA has no obligation to provide funds other than those granted pursuant to the Application. If YMCA of the USA does not receive funds or such funds are cancelled, in whole or in part, YMCA of the USA may in turn cancel this Participation Agreement in whole or in part.

**Dispute Resolution**

Recipient agrees that any dispute between it and YMCA of the USA, and any interpretation of Recipient’s performance of these terms and conditions, shall be resolved by the Chief Development Officer, YMCA of the USA, or the Chief Executive Officer, YMCA of the USA, in his/her sole discretion, and such decision shall be final and binding.

**Insurance and Indemnification**

Recipient represents that it is in compliance with Article II, Section 2 of the National Council of YMCA’s Constitution. Recipient has provided proof of liability insurance with minimum comprehensive general liability coverage of at least $1 million per occurrence and $2 million in the aggregate, which coverage will extend to any alleged sexual molestation claims. **Recipient will maintain such insurance coverage in effect and will add YMCA of the USA as an additional insured to its policy. Recipient agrees to indemnify and hold harmless YMCA of the USA with respect to any legal proceedings, including costs and attorney fees, which may arise from activities or programs covered by this Participation Agreement.**

**Amendments and Interpretations; Choice of Law**

This is the entire Participation Agreement, and it cannot be amended without written consent of both Parties. All headings are descriptive only. Any dispute in a court of law shall be decided in accordance with the laws of the State of Illinois without regard to Illinois conflict of laws provisions. If any part of this Participation Agreement is held unenforceable, the remainder will nonetheless remain in full force and effect.

**Intellectual Property**

Recipient understands and expressly agrees that any and all original print, electronic, or audiovisual materials developed by the Recipient and its employees and agents or member associations related to the planning and implementation of the LIVESTRONG at the YMCA program shall be owned by YMCA of the USA. Recipient hereby assigns to YMCA of the USA all right, title, and interest in such materials, including the right to sue for infringement. Recipient shall execute such further documents and instruments as YMCA of the USA may reasonably request in order to fully vest such rights in YMCA of the USA. Recipient forever waives any and all rights relating to the work product, including without limitation, any and all rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
For Federal Sub-Grants Only

When the federal grant award is created, the federal government may allow certain entities applying for the grant to act as a **Pass-through entity** in order to provide the federal assistance to another recipient. The Pass-through entity is still considered a recipient, but the assistance assigned to it may be "passed on" or "passed-through it" to another recipient. The entity which receives the assistance from a pass-through entity is considered a **sub-recipient**. This is allowed because certain federal programs may not have the organizational structure to provide assistance directly to the final recipient and requires support from other entities. When a pass-through entity makes an award to a subrecipient, the subaward agreement must contain information that identifies the federal award, including:

- **Catalog of Federal Domestic Assistance** name and number: 93.424, NON-ACA/PPHF—Building Capacity of the Public Health System to Improve Population Health through National Nonprofit Organizations;
- Award name and number: 6U38OT000183-04-02, PPHF 2013: OSTLTS Partnerships – CBA of the Public Health System;
- Award Year: 7/01/2016 through 6/30/2017;
- Funds were **NOT** awarded for research and development activities; and
- Name of the federal awarding agency: Department of Health & Human Services, Centers for Disease Control and Prevention, Office for State, Tribal, Local and Territorial Support.

If any of this information is unavailable, the subaward agreement must provide the best information available to describe the federal award. The subaward agreement should describe the federal program requirements imposed on the subrecipient by program laws, regulations and the provisions of contracts or grant agreements, as well as any supplemental requirements imposed by the pass-through entity.

By signing this Participation Agreement, Recipient confirms that it has not been suspended or debarred as a recipient of Federal awards or from doing Federal work. In the event that Recipient is suspended or debarred, it shall notify YMCA of the USA immediately and this Agreement shall be terminated.

**Provisions of the Agreement**

In addition to the information described above, a subaward agreement should include the following information: the parties to the agreement, the amount of the federal funding awarded to the subrecipient, a description of the scope of work and any special conditions. It should address the duration of the award, how the parties can make amendments to the agreement and termination for cause or convenience. Pass-through entities that make many subawards should consider developing boilerplate agreements for each of the different federal grant programs that they administer. These agreements can be used for awarding funds to different
subrecipients. As part of the boilerplate language, the agreements generally incorporate by reference the relevant federal laws and regulations, including program-specific laws, regulations and cross-cutting requirements, such as the Civil Rights Act of 1964, the Hatch Act or the Americans with Disabilities Act, with which subrecipients must comply. Pass-through entities should review the federal program statutes and regulations to ensure that they include all of the required cross-cutting and program-specific requirements in the agreement. For example, a pass-through entity that subawards Community Development Block Grant funds also might require its subrecipients to comply with the Davis-Bacon Act or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 because they frequently buy land for and contract for the construction of Head Start facilities. Pass-through entities may also be required to comply with these statutes because they are specifically referenced in the program-authorizing statute. A pass-through entity that subawards funds under another program, such as the Job Training partnership Act, probably would not include references to these statutes because their subrecipients do not engage in construction activities or purchase real property.

**EFFECTIVE WHEN SIGNED BY BOTH PARTIES:**

*This Participation Agreement is legal and binding when signed electronically through YMCA of the USA’s Easygrants system.*

**SIGNED:**

For: ________________________________  
(Corporate/Branch YMCA)

By: ________________________________  
CEO/Branch Executive

Date: ________________________________

For: YMCA of the USA

By: ________________________________  
Kevin Washington, President & CEO

Date: ________________________________