

FS Agreement No. 17--CS-11051900-011

Cooperator Agreement No. \_\_\_\_\_

**MASTER  
CHALLENGE COST SHARE AGREEMENT  
Between The  
BARTON HEALTH  
And The  
USDA, FOREST SERVICE  
LAKE TAHOE BASIN MANAGEMENT UNIT**

This MASTER CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between Barton Health, hereinafter referred to as "Barton," and the USDA, Forest Service, Lake Tahoe Basin Management Unit hereinafter referred to as the "U.S. Forest Service," under the authority of: Department of Interior and Related Agencies Appropriation Act of 1992, Public Law 102-154 and the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Title: Master Agreement for Health and Wellness Initiatives

## **I. PURPOSE**

The purpose of this agreement is to document the cooperation between the parties to promote, invest in, and utilize National Forest System lands and facilities to enhance community wellness including programs that address nutrition, exercise, stress, and an individual's sense of purpose in accordance with the following provisions and any incorporated supplemental project agreements.

## **II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:**

It is mutually beneficial to enter into this agreement to establish a framework for the development of individual Supplemental Project Agreements (SPAs) for the parties to work together on projects to accomplish their mutual goals.

Two primary objectives outlined in the U.S. Forest Service Strategic Plan are to strengthen communities and connect people to the outdoors. The agency recognizes the critical importance of working with community-based partners to support the interdependence of National Forest System lands and neighboring gateway communities. For example, cooperative community wellness projects delivered by Barton and the U.S. Forest Service could enrich the economic, environmental, and social benefits that National Forest System lands deliver to communities within the Lake Tahoe basin. These benefits include enhanced



quality of life, personal wellness, and understanding of the interdependence of healthy ecosystems and community wellbeing.

Barton Health's Strategic Plan mission is to deliver safe, high quality care and engage the community in the improvement of health and wellness. Barton, as the largest nonprofit health care provider in the Lake Tahoe basin, recognizes the importance of National Forest System lands that provide inspiring settings to achieve personal health-related goals, and enhance an individual's sense of purpose during recovery and treatment. Barton also desires to work with major employers in the basin to promote healthy lifestyles and reduce workplace injuries. By moving service delivery into the U.S. Forest Service and onto National Forest System lands, Barton employees are able to further the desire and mission of their employer. This agreement will benefit Barton by establishing a formal relationship they can leverage to accomplish concrete steps toward community health and wellness.

In consideration of the above premises, the parties agree as follows:

### III. Barton SHALL:

- A. LEGAL AUTHORITY. Barton shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only accordance with FSH 7109.19, ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. Raise awareness through public education about the role of the National Forest in enhancing community wellness and achieving individual and health-related goals. Barton would do this by working cooperatively with the U.S. Forest Service to conduct public outreach and develop information which clearly defines the connection between the National Forest, community wellness, and individual health-related goals. Barton will coordinate with the U.S. Forest Service to deliver educational materials to the public that include:
  - a. Press releases.
  - b. Social media (e.g. websites, Facebook).
  - c. Newsletters (e.g. employee and community).
  - d. Patient-information packages.
  - e. U.S. Forest Service employee wellness and health-related information.
- D. Organize and deliver patients/staff to the National Forest to participate in outdoor recreation activities with the goal of addressing nutrition, exercise, stress reduction, and enhanced individual sense of purpose. Through a coordinated effort of Barton Health Professionals and U.S. Forest Service Interpretative Specialists (Rangers), participants



will be exposed to a holistic understanding of health. Example of outdoor activities include guided walks encouraging physical activity, reduce stress, and teach participants about ecosystem services provided by healthy forests (e.g. freshwater purification services that provide drinking water central to human well-being).

Outdoor recreation activities will benefit participants by:

- a. Facilitating delivery of well-documented and positive health effects of being outdoors.
- b. Enabling therapy to be delivered in an outdoor setting.
- c. Illuminating the connection between ecosystem and human health.

In addition, all outdoor recreation activities will:

- a. Occur at locations open to the general public.
  - b. Comply with all existing rules of use and regulations, including group size in compliance with regulations relating to general prohibitions as cited under 36 CFR 261.
  - c. Be coordinated with the U.S. Forest Service on a quarterly basis.
- E. Identify individuals for volunteer opportunities at developed recreation sites to pinpoint areas for improved accessibility, conduct condition surveys, and assist with natural and cultural resource management.
- F. Organize and provide health related information and training to U.S. Forest Service employees, including but not limited to:
- b. Head-to-toe wellness which enhances the U.S. Forest Service wellness program ideals and goals.
  - c. Preventive medicine informed by local unit injury data and causal factors; including injury avoidance and reduced exposure to environmental hazards.
  - d. Maintenance of personnel work fitness through use of the National Forest as a source for meditation, relaxation, and exercise.
- G. As policies and supplies allow, provide healthcare supplies to the U.S. Forest Service that support personnel wellness and work fitness goals. The total value of Barton provided healthcare supplies will not exceed approximately \$3,000 per calendar year.
- H. Identify and cultivate partnerships to enhance, expand, or augment cooperative community wellness projects delivered by Barton and the U.S. Forest Service. Partnerships include, but are not limited to, local and regional agencies, not-for-profits, public and private organizations, and community members. Specific services provided by additional partners include, but are not limited to:
- a. Facility upgrades to improve universal accessibility at U.S. Forest Service developed recreation sites.
  - b. Interpretive services and educational materials delivered on National Forest System lands.



- c. Hosted wellness outings and lectures delivered on National Forest System lands.
- I. Identify and pursue potential funding opportunities to enhance, expand, or augment Barton/U.S. Forest Service cooperative community wellness programs. Additional funding opportunities include, but are not limited to:
  - a. Grants.
  - b. Private donations.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Work collaboratively with Barton to identify a range of suitable locations for outdoor recreation activities on National Forest System lands.
- B. As staffing allows, participate in Barton-led outdoor recreation activities by providing natural, cultural, and historical resource interpretive services that promote participant understanding of holistic health benefits provided by National Forests. Interpretive services include, but are not limited to:
  - a. U.S. Forest Service Interpretative Specialist (Ranger) led walks and/or interpretive programs that illuminate links between human and ecosystem health (e.g. healthy forests provide approximately 180 million people, in over 68,000 communities, clean filtered water for drinking and farming).
  - b. Providing interpretive materials that enhance participant experience such as self-guided trail brochures and/or interpretive pamphlets.
- C. Work collaboratively with Barton to identify opportunities to ensure and/or enhance accessibility of U.S. Forest Service developed recreation sites. This includes:
  - a. Sharing recreation site condition survey data.
  - b. Sharing facility master plan information.
  - c. Volunteer opportunities.
- D. Organize and provide training to Barton staff regarding physical requirements of U.S. Forest Service employment with the goal of cooperatively identifying and developing techniques to reduce potential for injury and achieve work fitness goals. This includes, but is not limited to:
  - a. Sharing injury information including frequency and type.
  - b. Providing Barton staff with observation of the Basic 40 (hour) Wildland Fire and Advanced Wildland Fire training to enable Barton staff to develop techniques that reduce potential for injury and achieve work fitness goals of wildland fire crews.
  - c. Providing Barton staff appropriate personal protective equipment while observing wildland fire personnel.



- E. Use existing authority under 36 CFR 251.50 to waive the requirement for a special use authorization for outdoor recreation activities that are determined to have little to no impact on National Forest lands, resources, or programs.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

| <b>Cooperator Program Contact</b>                                                                                                                                          | <b>Cooperator Administrative Contact</b>                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Chris Proctor, Director, Tahoe Center for Orthopedics<br>2170 South Avenue<br>South Lake Tahoe, CA. 96150<br>Telephone: (530) 543-5472<br>Email: cproctor@bartonhealth.org | Khristy Gavigan, Registered Nurse<br>2170 South Avenue<br>South Lake Tahoe, CA. 96150<br>Telephone: (530) 520-3430<br>Email: kagavigan@yahoo.com |

**Principal U.S. Forest Service Contacts:**

| <b>U.S. Forest Service Contact</b>                                                                                                           | <b>U.S. Forest Service Administrative Contact</b>                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Joseph Flower<br>Program Manager<br>35 College Drive<br>South Lake Tahoe, CA. 96150<br>Telephone: (530) 543-2690<br>Email: jflower@fs.fed.us | Genevieve Villemaire<br>Grants and Agreements Specialist<br>35 College Drive<br>South Lake Tahoe, CA. 96150<br>Telephone: (530) 543-2783<br>Email: gvillemaire@fs.fed.us |

- B. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this agreement obligates either party to offer or accept any project proposals under this agreement. Any projects added to this agreement must be by mutual consent of the parties through a specific SPA.
- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Barton are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Barton, at Barton's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Barton from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Barton's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Barton's products or activities and does not by direct reference or implication convey the Barton's endorsement of the Forest Service's products or activities.
- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Barton to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service, Lake Tahoe Basin Management Unit (LTBMU) to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service, LTBMU, will notify Barton when permission is granted.
- H. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. Barton agree(s) that any of their employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Barton hereby willingly agree(s) to assume these responsibilities.
- Further, Barton shall provide any necessary training to Barton's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Barton shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering



USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

K. ELIGIBLE WORKERS. Barton shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Barton shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or SPA awarded under this agreement.

L. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

Barton shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

### **2. Accounting Records**

Barton shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.



### 3. Internal Control

Barton shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Barton shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

### 4. Source Documentation

Barton shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents. These documents must be made available to the U.S. Forest Service upon request.

- M. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to Barton, authorized for use for a new agreement by Barton, or waived by Barton. A DUNS number and registration in the Central Contractor Registry (CCR) by Barton may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to Barton.
- N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to Barton must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Barton.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- O. PROGRAM PERFORMANCE REPORTS. Barton shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.





- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Barton shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Barton's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Barton shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Barton shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- S. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Barton is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Public Services Department of the U.S. Forest Service, Department of Agriculture"

Barton may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Barton is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to U.S. Forest Service's Office of Communications as far in advance of release as possible.

- T. PROPERTY IMPROVEMENTS. Improvements placed by Barton on National Forest System land at the direction or with the approval of the Forest Service become property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles Barton to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- U. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following Barton's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Barton must maintain cost and price analysis documentation for potential U.S. Forest Service review. Barton is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- V. GOVERNMENT-FURNISHED PROPERTY. Barton may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Barton shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Cooperator Liability for Government Property.*

1. Unless otherwise provided for in the agreement, Barton shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or Barton is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Barton's managerial personnel. Barton's



managerial personnel, in this clause, means Barton's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Barton's business; all or substantially all of Barton's operation at any one plant or separate location; or a separate and complete major industrial operation.

2. Barton shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Barton shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
  3. Barton shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
  4. Upon the request of the Grants Management Specialist, Barton shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- W. COLLABORATION. The U.S. Forest Service and Barton may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize Barton's participation in the project.
- X. OFFSETS, CLAIMS and RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- Y. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358 and Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the Forest Service, who will use chain saws or cross cut saws on National Forest System lands.



Z. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. As a result of this agreement and associated programs, Barton shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Barton shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"***

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Barton materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Barton or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for the Barton's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.



CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Barton agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Barton to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. . If the Forest Service decides that the remaining portion of the award/agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, Barton shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Barton for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the Barton up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

DD. ALTERNATE DISPUTE RESOLUTION -- PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

EE. DEBARMENT AND SUSPENSION. Barton shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Barton or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

FF. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative



of a Federal department or agency authorized to receive such information.

- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
  - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

GG. COPYRIGHTING. Barton is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by Barton under this agreement.
- Any right of copyright to which Barton purchase(s) ownership with any federal contributions.

HH. PUBLICATION SALE. Barton may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing,



printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.


II. MODIFICATIONS. Modifications within the scope of this award/agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **December 31, 2021** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

  
\_\_\_\_\_  
DR. CLINT PURVANCE,  
President / Chief Executive Officer  
Barton Heath

4/27/17  
Date

  
\_\_\_\_\_  
JEFF MARSOLAIS, Forest Supervisor  
U.S. Forest Service,  
Lake Tahoe Basin Management Unit

5/2/17  
Date

The authority and format of this agreement have been reviewed and approved for signature.

  
\_\_\_\_\_  
CONSTANCE ZIPPERER  
U.S. Forest Service Grants Management Specialist

7 April 2017  
Date

**Burden Statement**

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