

**AGREEMENT for FEDERALLY-FUNDED PROJECTS**

This Agreement entered into as of this \_\_\_th day of \_\_\_\_, 2020 by and between the Association of State and Territorial Health Officials (hereinafter referred to as "ASTHO") and \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, ASTHO desires to engage the Contractor to \_\_\_\_\_, in connection with an undertaking or project titled, "\_\_\_\_\_" funded wholly or in part by the U.S. Department of Health and Human Services (hereinafter referred to as the "Project"); and

**WHEREAS**, the Contractor desires to render such services in connection with the Project,

**NOW, THEREFORE**, in consideration of the above, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Engagement.** ASTHO hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform the work set forth in the attached Scope of Work, which is incorporated by reference and made a part of this Agreement.

2. **Term.** This Agreement shall commence \_\_\_\_\_ and shall continue until \_\_\_\_\_, 2020 unless earlier terminated as allowed pursuant to the General Terms and Conditions. Work under this Agreement shall be completed within the time schedule set forth in the attached Scope of Work.

3. **Compensation.** The Contractor shall be compensated for the work to be performed under this Agreement as detailed in the attached Scope of Work. In no event will the total compensation to be paid to the Contractor exceed the sum of \$\_\_\_\_\_.

4. **Terms and Conditions.** The "General Terms and Conditions" and any Addendums, all of which are attached hereto, are incorporated by reference and made a part of this Agreement. The Contractor must return an executed copy of this Agreement to ASTHO within 10 business days of receipt or the contract will be cancelled. ASTHO reserves the right to accept or decline any proposed changes to the terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Zarnaaz Bashir, Deputy Chief Executive Officer  
Name and Title

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTUAL CONTACT INFORMATION**

<b>ASTHO Contacts</b>	<b>Contracting Party Contacts</b>
<p><i>For programmatic issues &amp; invoice submission</i></p> <p>Name: Title: Association of State and Territorial Health Officials <b>National Headquarters:</b> 2231 Crystal Drive, Suite 450 Arlington VA 22202 <b>Regional Offices:</b> 600 Peachtree Street NE, Suite 1000 Atlanta, GA 30308 Email: Phone:</p>	<p><i>Programmatic Contact</i></p> <p>Name: Title: Organization: Address: City, State, Zip code: Email: Phone:</p>
<p><i>For contract and financial issues</i></p> <p>Evangeline Crawford Director, Grants and Contracts Association of State and Territorial Health Officials <b>National Headquarters:</b> 2231 Crystal Drive, Suite 450 Arlington VA 22202 <b>Regional Offices:</b> 600 Peachtree Street NE, Suite 1000 Atlanta, GA 30308 Email: <a href="mailto:ECrawford@astho.org">ECrawford@astho.org</a> Phone: 571-527-3178</p>	<p><i>Fiscal/Contractual Contact</i></p> <p>Name: Title: Organization: Address: City, State, Zip code: Email: Phone:</p>

**Attachments incorporated as part of this Agreement:**

- General Terms and Conditions**
- Special Terms and Conditions**
- Scope of Work**
- Travel Policies**
- Style Guidelines**
- Debarment Certification**
- Sub-recipient Addendum**
- Other:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### 1. Definitions

A. *Agreement* shall mean the Master Agreement entered into between Contractor and ASTHO, including the Scope of Work, these General Terms and Conditions, and any other Addendums, attachments and exhibits.

B. *Services* shall mean those services Contractor is to provide pursuant to the Agreement, including any Scope of Work.

C. *Work* shall mean all work, deliverables, documents, data, goods, and other materials produced, developed, collected, or authored by Contractor pursuant to the Agreement.

D. *Concerned Funding Agency* means the U.S. Department of Health and Human Services or any other governmental entity providing funding, in whole or in part, related to the Agreement.

### 2. Relationship

The Contractor is an independent contractor, and the relationship between ASTHO and the Contractor shall be solely contractual and not in the nature of a partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

### 3. Ownership Rights

The services provided by the Contractor pursuant to the Agreement shall be "work for hire" and therefore all Work shall be sole and exclusive property of ASTHO. To the extent that the Services, or any part of them, may not constitute work for hire under the law, Contractor hereby transfers to ASTHO all right, title, and interest in and to the Work.

Notwithstanding the foregoing, should the Work incorporate pre-existing materials owned by Contractor, Contractor shall retain all ownership rights to those materials, and ASTHO shall have a perpetual, irrevocable, royalty-free license to utilize the pre-existing materials as incorporated in the Work.

Without limiting the foregoing, ASTHO shall have access to the Work at any time during the term of the Agreement.

### 4. Warranties and Representations

The Contractor warrants and represents that: (a) the Services shall conform to the Scope of Work in all respects; (b) the Work shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) the Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) the Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Work or create a perception of a conflict or a lack of independence or objectivity in performing the Work.

### 5. Time of the Essence

Time is of the essence in respect of the Services to be performed and Work to be produced by the Contractor.

### 6. Compliance with the Law

The Contractor shall at all times act in accordance with all applicable governmental laws and regulations.

### 7. Key Personnel

Any personnel identified in the Scope of Work as individuals who will be performing the Services or producing the Work may not be changed without the written approval of ASTHO.

### 8. Publicity and Media

The Contractor shall not make any public statements or communications relating to the existence or performance of the Agreement, including the Services and the Work, or conduct any interviews or respond to any inquiries,

concerning the same, without the express written consent of ASTHO. All media inquiries shall be directed to ASTHO Public Relations Office at [pr@astho.org](mailto:pr@astho.org).

Conference/Meeting/Seminar Materials Disclaimer: If a conference/meeting/seminar is funded under this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

*Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.*

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the Contractor without the express, written consent of ASTHO and the Concerned Funding Agency. ASTHO Public Relations Office can assist with facilitating such a request. It is the responsibility of the Contractor to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the ASTHO and Government logos. In all cases for utilization of Government and ASTHO logos, the Contractor must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the Contractor without a license agreement setting forth the terms and conditions of use.

#### **9. Assignment and Subcontracting**

The Contractor shall not assign or subcontract any portion of the Agreement, or its obligations or rights thereunder, without the prior written consent of ASTHO. Any attempted assignment or subcontracting in violation of this provision shall be void.

#### **10. Review and Coordination**

To ensure adequate review and evaluation of the Services and Work, and proper coordination among interested parties, ASTHO shall be kept fully informed concerning the progress of the Work and Services to be performed hereunder, and, further, ASTHO may require the Contractor to meet with designated officials of ASTHO from time to time to review the same.

#### **11. Inspection of Work**

The Contractor shall comply with any request to make the Work available, in its then current status, to authorized representatives of ASTHO and/or of any Concerned Funding Agency for inspection and review in order to assess compliance with, and progress toward completion of, the Agreement. The Contractor shall fully cooperate in any such inspection and review.

#### **12. Confidential Information**

Any information regarding ASTHO that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by the Contractor during the course of the Agreement (hereinafter, "Confidential Information") shall be considered confidential and proprietary to ASTHO, and the Contractor shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; and shall not disclose the Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services or produce the Work.

Should the Contractor receive a subpoena directing disclosure of any Confidential Information, the Contractor shall immediately inform ASTHO and cooperate fully with ASTHO in responding to the subpoena.

**13. Financial Record Keeping and Inspection**

The Contractor warrants that it shall, during the term of the Agreement and for a period of three (3) years following the date of submission of the final expenditure report, maintain accurate and complete financial records, including accounts, books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied. ASTHO, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Contractor's records. The Contractor shall fully cooperate, including by making available such of its personnel, records and facilities as are reasonably requested by ASTHO or the Concerned Funding Agency. This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

The Contractor further acknowledges and agrees that in the event the Contractor has expenditures of \$750,000 or more in total federal awards, including this Agreement, Contractor shall be subject to audit by the federal government as provided for under OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Omni Circular). Contractor further agrees to cooperate and to promptly furnish any requested information in the course of any audit of ASTHO by the federal government under the Omni Circular.

**14. Remedies**

The Contractor acknowledges that monetary damages alone will not adequately compensate ASTHO in the event of a breach by the Contractor of the restrictions imposed and set forth in Sections paragraph 12 and 13, and therefore the Contractor hereby agrees that in addition to all remedies available to ASTHO at law or in equity, including, any applicable State trade secrets law, ASTHO shall be entitled to interim restraints and permanent injunctive relief for enforcement thereof, and to an accounting and payment of all receipts realized by the Contractor as a result of such breach.

**15. Allowable Costs**

Allowable costs shall be determined in accordance with the Omni Circular as well as by the terms of the agreement between ASTHO and the Concerned Funding Agency, and any rules of, or guidelines issued by, the Concerned Funding Agency. The Contractor is responsible for reimbursing ASTHO in a timely and prompt manner for any payment made under this subcontract which is subsequently determined to be unallowable by ASTHO, the Concerned Funding Agency, or other appropriate Federal or State officials.

**16. Concerned Funding Agency**

The Contractor shall comply with all rules, regulations, policies, and requirements of the Concerned Funding Agency applicable to agreements such as this Agreement. Without limiting the foregoing, when the Concerned Federal Agency is HHS, these shall include in particular: the HHS Grants Policy Statement; **the salary rate limitation prohibiting HHS funds from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (see table below);** and the prohibition on utilizing HHS funds in connection with federal lobbying activity funds (45 CFR Part 93).

<b>Executive Level II Salary Rates</b>	
January 1, 2018 - September 30, 2018	\$189,600
January 1, 2019 - September 30, 2019	\$192,300
January 1, 2020 - September 30, 2020	\$197,300

Contractor confirms that it has disclosed to the Concerned Funding Agency in writing and on a timely basis (a) any potential conflict of interest in accordance with applicable Agency policy; and (2) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

This Agreement is subject to the terms of any agreement between ASTHO and a Concerned Funding Agency and in particular may be terminated by ASTHO without penalty or further obligation if the Concerned Funding Agency terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of

ASTHO under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to ASTHO.

### **17. Flow-down Provisions**

The Contractor agrees to assume, as to ASTHO, the same obligations and responsibilities that ASTHO assumes toward the Concerned Funding Agency under those Federal Acquisition Regulations (FAR), if any, and applicable Concerned Funding Agency acquisition regulations, if any, that are mandated by their own terms or other law or regulation to flow-down to subcontractors or subgrantees, and therefore the Agreement incorporates by reference, and the Contractor is subject to, all such mandatory flow-down clauses. Such clauses, however, shall not be construed as bestowing any rights or privileges on the Contractor beyond what is allowed by or provided for in the Agreement, or as limiting any rights or privileges of ASTHO otherwise allowed by or provided for in the Agreement. The Contractor also agrees to flow-down these same provisions to any lower-tier subcontractors.

This Agreement incorporates one or more FAR clauses by reference, with the same force and effect as if they were given in full context. The incorporation of the FAR clauses applies only to the grant funding identified in this Agreement.

### **18. Term and Termination**

The Agreement shall be for such term as is set forth in the Agreement. The Agreement may be terminated by ASTHO prior to the end of any term on fifteen (15) days written notice.

In addition, this Agreement may be terminated by either party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business.

Upon termination, the Contractor shall deliver to ASTHO: all Work, whether in final or draft form, that has been produced as of the date of termination; all Confidential Information; and any materials or items previously provided to the Contractor by ASTHO. Upon receipt thereof by ASTHO, the Contractor shall be paid for work performed through the date of termination.

In all instances of terminations, the Contractor shall use best efforts to not incur new costs and expenses after the notice of termination, and shall cancel as many outstanding obligations as possible.

### **19. Indemnification**

Should one party (the "Indemnified Party") incur or suffer any liability, damage, or expense, including reasonable attorney's fees, in connection with the defense of a legal proceeding brought by a third party arising out of the negligent or other wrongful actions of the other party (the "Indemnifying Party"), then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for such liability, damage, or expense. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to provide indemnification, this Section shall be void.

### **20. Special Damages**

Neither party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement.

### **21. Limitation of Liability**

Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of ASTHO to the Contractor exceed the total amount of compensation to be paid to the Contractor.

### **22. Insurance**

The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of coverage in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, in respect of death or personal injury, or loss of or damage to property. The Contractor shall produce to ASTHO, on request, copies of all insurance policies referred to in this condition or other evidence confirming the existence and extent of the coverage given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies. Notwithstanding the

foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to obtain insurance coverage as required above, this Section shall be void.

### **23. Governing Law; Forum Selection.**

This contract is deemed made in the Commonwealth of Virginia and shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Virginia (without giving effect to its conflict of law rules). All actions, suits or proceedings between the parties hereto with respect to the Agreement shall be litigated in the State or federal courts located in the Commonwealth of Virginia. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually designating the law of any other State as being controlling, then this Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of residence of the Contractor, and the forum selection provision shall be void.

### **24. Waiver**

No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of the same, nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

### **25. Entire Agreement**

The Agreement constitutes the entire agreement between the parties relating to the subject matter of the contract. The Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral.

### **26. Modification**

The Agreement may not be modified except by further written agreement signed by the parties. The parties may enter into a change letter that modifies any aspect of the Agreement or any Addendum or Attachment, including the Scope or Services, rather than issuing a new version of the affected document.

### **27. Severability**

If for any reason any part of the Agreement is held to be unenforceable, illegal or invalid, that unenforceability, illegality or invalidity will not affect any other provisions, which will continue in full force and effect.

### **28. Successors and Assigns**

The Agreement shall be binding on the parties' respective successors, heirs, and permitted assigns.

### **29. Survival**

Those provisions that logically would survive termination or that impose requirements beyond the stated term, and this Section 29, shall survive termination of this the Agreement.

### **30. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Specifically, no employee of Contractor may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to those federal employees and other persons listed in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (currently \$150,000) as described in section 2.101 of FAR.

**31. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).**

Consistent with 45 CFR 75.113, Contractor must disclose in a timely manner, in writing to ASTHO, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

DRAFT

Requisition #

Project Code: Contractor Name

SCOPE OF WORK PLACEHOLDER

DRAFT

Requisition #

Project Code: Contractor Name

BUDGET/BUDGET NARRATIVE PLACEHOLDER

DRAFT



## ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS

National Headquarters  
2231 Crystal Drive, Suite 450  
Arlington, VA 22202  
(202) 371-9090

Regional Office  
600 Peachtree Street NE, Suite 1000  
Atlanta, GA 30308  
(202) 371-9090

www.astho.org  
@ASTHO

## ASTHO Travel and Reimbursement Procedures CONTRACTORS

- **Airfare:** Is allowed and should be on “American” carriers, unless doing so would be disadvantageous to ASTHO. Costs in excess of the lowest available commercial discount fare or standard coach fare are unallowable, except for the following: Would require circuitous route, add lengthy delays that affects the traveler’s ability to reasonably meet other work-related obligations, or does not provide for medical needs of the traveler. Travelers must justify the use of a fare greater than lowest available fare. ASTHO requires pre-approval of any airfare greater than \$500.00. ASTHO will pay airfare to/from the traveler’s nearest airport to/from meeting location airport or within 25 miles of such airport if more than one is available. The cost of canceling and rebooking ticket is not reimbursable, unless it can be shown that it was necessary or required for legitimate business reasons. In addition, ASTHO will pay for check baggage as follows: 1 bag for expected stay of 5 days or less; 2 bags for expected stay of 5 days or more. ASTHO will not reimburse for excess or overweight baggage.
- **Rail Transportation:** Is an allowed transportation expenses and can be used when either flying or driving is not feasible or for health or other approved reasons. Approval is required for rail services when the associated cost of flying is lower than rail service by more than \$75.00. Rail service should be in coach class.
- **Lodging:** Is allowed and cannot exceed the GSA lodging per diem for the location in which ASTHO business is being conducted. If lodging cannot be found within the GSA rate, prior approval from the Deputy CEO is required. Local or long-distance phone calls directly from the hotel room will not be reimbursed.
- **Personal Vehicle Transportation:** Travelers using personal automobiles on ASTHO business will be reimbursed at a per mile rate, based on the IRS rate at the time of travel. At no time will ASTHO reimburse more than the cost that would have been incurred had rail or air transportation been used. Any expected mileage over \$300.00 requires prior approval. Use of the personal vehicles is permitted provided the traveler has a valid driver’s license and has adequate insurance protection as required by state law in which the vehicle is registered. Automobile liability, bodily injury and property and physical damage insurance while on ASTHO travel is the responsibility of the traveler. ASTHO will reimburse travelers for travel from/to their home/place of business to/from the airport.

- **Meals:** Travelers will be reimbursed according to the GSA meals and incidentals per diem rate (*currently \$76/day for Arlington, VA*). The first day of travel is paid at 75% of the full per diem rate. Deductions from the per diem amount will be made when the meeting or conference included that particular meal, except for documented dietary restrictions not able to be accommodated by the conference restaurant or caterer. Alcoholic beverages consumed with meals are not allowable costs and will not be reimbursed.
- **Rental Vehicle Transportation:** Rental vehicles are an allowed expense when the total expected costs to be incurred, including parking, fuel, and GPS, are less than using other modes of transportation such as taxis or shuttles. If a rented vehicle is used, the most economical vehicle adequate for business requirement must be used. There must be a clear advantage to justify the use of a rented vehicle. Travelers should refuel rental vehicles prior to return to the vendor if not the traveler is responsible for the difference in pricing between the average gas price and that charged by the rental agency including surcharges.
- **Taxi & Shuttle Transportation:** Travelers will be reimbursed for transportation to/from airport to/from hotel. In addition, any taxi & shuttle services to related events or gatherings will be reimbursed. When possible, travelers should share taxis and shuttles to minimize costs.

#### Reimbursement Process

- **Receipts:** Receipts are required regardless of amount for air/rail transportation, lodging expenses, and car rentals. ***Detailed, itemized receipts are required for all expenditures over \$75.00, except for the meals & incidentals per diem. Alcoholic beverages consumed with meals are not allowable costs and therefore will not be reimbursed.*** Any expenditure without a receipt will only be paid up to the \$75.00 maximum. Original hard copies of receipts are not required (legible photocopies of receipts are acceptable).

# Style Guidelines



ASTHO often works with outside experts and writers when developing publications. The following style guidelines must be followed in any work developed by an outside contractor. If you have questions about the guidelines below, please contact ASTHO Public Relations Office at [pr@astho.org](mailto:pr@astho.org).

ASTHO publications undergo an internal review process before publication. Please be aware that that review process may generate questions for you. We appreciate your assistance in resolving any questions that arise prior to the publication of your document.

## General Guidelines

- Use one space after an exclamation point, period, question mark, or colon.
- Documents should be single-spaced with a 10-pt. space after paragraph breaks.
- ASTHO uses serial commas (e.g., “bread, milk, and cheese” not “bread, milk and cheese”).
- Use active voice (“The agency conducted a survey,” not “A survey was conducted by the agency”).
- ASTHO requires an executive summary on any document longer than six pages. Executive summaries are particularly important for documents aimed at a state or territorial health official audience.
  - Executive summaries are usually proportional in length to the larger work they summarize. Most executive summaries are one or two paragraphs, and all executive summaries should be no more than a page.

## Abbreviations and Acronyms

- You may use the following acronyms on first use without needing to write out the full name: APHA, APSR, CDC, EPA, FDA, FEMA, HHS, HRSA, NACCHO, NGA, and USDA.
- In all other cases, do not list an organization’s name abbreviation unless the abbreviation will be used again in the place of the organization’s full, proper name.
- Try to keep use of abbreviations to a minimum by spelling out the full name of any organization that is referenced infrequently in your document. While abbreviations save space, too many abbreviations can be difficult for a reader to keep track of.
- Do not put a “the” before acronyms or abbreviations.

## Lists

- Ensure parallel construction. If the first bullet starts with a declarative sentence in the present tense, the rest need to do the same.
- Begin list items with a capital letter. End list items with a period unless they are very short (i.e., one or two words). Do not use semicolons in lists. No *and* is needed before the last bullet.
- Use only one line space between a paragraph and a list.

## Graphics

- Label all figures, charts, and graphs in sequence, using “Figure 1,” “Figure 2,” etc.

- Do not use graphics without referencing them in the text. Conversely, do not use graphics and then repeat the same information in text. Reference the table rather than repeating it.
- Graphic language, color, format, etc. should be as consistent as possible throughout your document.
- If a document will be professionally designed and printed, graphs/charts must either be provided as separate image files in high-resolution format (not embedded in a Word document), or the original data must be provided so the designer can recreate the figure.
- If using figures from other organizations, ASTHO must have written permission from that organization to use the figure in question, unless it is from a federal agency or otherwise in the public domain. (This includes state health agencies—state agencies' work is not public domain as a federal agency's work would be.)

### Citations and Explanatory Footnotes

- Use **endnotes** for references or citations. Endnotes should use Arabic numerals (even though Word often defaults to Roman numerals).
- Use **footnotes** when you want to provide additional information, explanation, or comments about the text without interrupting the document's flow. Insert a Roman numeral or asterisk immediately after the section you want to explain (Roman numerals/asterisks allow footnotes to remain separate from any endnotes in the document, to avoid confusion).
- When appearing at the end of a sentence citation numbers should be outside of any punctuation marks. Example: This sentence has a citation number at the end of it.<sup>1</sup>
- There should not be any spaces between the superscript numeral/asterisk and the word or punctuation mark preceding it.
- You can substitute *ibid* for a citation if you are citing the same source consecutively. Use *ibid* only when citing the identical source as the immediately preceding citation.
- Citations should be numbered consecutively, rather than re-using citation numbers. (Exceptions can be made when there are space constraints or specific funder requests.)
- All citations **must** follow ASTHO citation style; examples are given in the chart below. If you are citing a document type not listed below, default to the format for website/web page.

Type of Entry	Example
Book—single author.	Shepard TH. <i>Catalog of Teratogenic Agents</i> . 7th ed. Baltimore, MD: Johns Hopkins Press. 1992.
Book—more than one author. (List all authors if three or less, otherwise list first three followed by "et al.")	Baselt RC, Cravey RH. <i>Disposition of Toxic Drugs and Chemicals in Man</i> . 4th ed. Foster City, CA: Chemical Toxicology Institute. 1995.
Book—with editors.	Armitage JO, Antman KH, (eds.) <i>High-dose Cancer Therapy: Pharmacology, Hematopoietins, Stem Cells</i> . Baltimore, MD: Williams & Wilkins. 1995.
Chapter from a book.	Degner LF, McWilliams ME. "Challenges in conducting cross-national nursing research." In: <i>Fitzpatrick JJ, Stevenson JS, Polis NS, (eds.) Nursing Research and Its Utilization: International State of the Science</i> . New York, NY: Springer. 1994. 211-215.
Article from journal—single author.	Moldofsky H. "Sleep, neuroimmune and neuroendocrine functions in fibromyalgia and chronic fatigue syndrome." <i>Adv Neuroimmunol</i> . 1995. 5:39-56. Available at <a href="http://www.ncbi.nlm.nih.gov/pubmed/7795892">www.ncbi.nlm.nih.gov/pubmed/7795892</a> . Accessed 7-25-2013.

Article from journal—more than one author. (List all authors if three or less, otherwise list first three followed by "et al.")	Raux H, Coulon P, Lafay F, <i>et al.</i> "Monoclonal antibodies which recognize the acidic configuration of the rabies glycoprotein at the surface of the virion can be neutralizing." <i>Virology</i> . 1995. 210:400-408. Available at <a href="http://www.ncbi.nlm.nih.gov/pubmed/7542418">http://www.ncbi.nlm.nih.gov/pubmed/7542418</a> . Accessed 7-25-2013.
Conference presentation.	Moldofsky H. "Sleep, neuroimmune and neuroendocrine functions in fibromyalgia and chronic fatigue syndrome." Presented at American Public Health Association Annual Meeting. 2013. Available at <a href="http://www.ncbi.nlm.nih.gov/pubmed/7795892">http://www.ncbi.nlm.nih.gov/pubmed/7795892</a> . Accessed 7-25-2013.
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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

**This form must be signed and submitted along with the signed contract.**

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Contractor and any subcontractors.

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
  
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to ASTHO.

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title of Signer: \_\_\_\_\_