

REQUEST FOR PROPOSALS (RFP)

Improving Social Determinants of Health – Getting Further Faster Strategic Marketing and Communications Consultant

Proposals must be submitted electronically in PDF format by June 21, 2022, 5:00pm ET

Purpose

The National Association of County and City Health Officials (NACCHO) and the Association of State and Territorial Health Officials (ASTHO) is seeking one (1) qualified consultant to develop a suite of marketing and communications materials highlighting the Improving Social Determinants of Health – Getting Further Faster (GFF) initiative and awardees. The primary purpose of the overall initiative is to conduct a retrospective evaluation of strategies that advance health equity and improve chronic disease conditions by addressing the social determinants of health (SDOH) in one or more of the following domains: the built environment, clinical-community linkages, food and nutrition security, social connectedness, and tobacco-free policies. The consultant will engage with 14 multi-sector coalitions/partnerships to develop communications products that showcase stories from the field as well as lessons learned by the coalitions and highlight findings of the initiative and the impact of SDOH strategies that improve chronic disease conditions and advance health equity.

Proposal Due Date and Time: June 21, 2022, by 5:00pm ET

Anticipated Selection Announcement Date: July 7, 2022

Maximum Funding Amount: \$250,000

Estimated Period of Performance: The project period will begin upon contract execution (goal of August 1, 2022) and will end April 30, 2023.

Point of Contact for Questions Regarding this Proposal: chronicdisease@naccho.org

Background

Since 2020, ASTHO and NACCHO have worked with the Centers for Disease Control and Prevention (CDC) to award funds to community health coalitions across the country as part of the [Improving Social Determinants of Health–Getting Further Faster \(GFF\) initiative](#). This funding was made possible through the Strengthening Public Health Systems and Services Through National Partnerships (CDC-RFA-OT18-1802) cooperative agreement.

Selected community coalitions have demonstrated impact in advancing health equity by addressing SDOH, the conditions in which people live, learn, work, and play. These strategies advance health equity by addressing SDOH in five domains directly linked to chronic diseases:

- Built environment

- Community-clinical linkages
- Food and nutrition security
- Social connectedness
- Tobacco-free policies

During year one of the initiative, 42 recipients participated in a retrospective evaluation to build the evidence base on successful coalition-led strategies and received targeted technical assistance to strengthen their capacity around communicating their impact, evaluation, sustainability, and policy. A link to the evaluation report from year one can be accessed on CDC's website [here](#) and [here](#)

The current phase of the project will work with 14 of the original 42 recipients on a series of evaluation, training, and technical assistance activities designed to inform the development of promising practices for improving health outcomes and health equity by addressing the five Getting Further Faster SDOH domains listed above. The evidence generated by these efforts could help inform SDOH activities in communities across the country.

A significant component of the current project phase will be creating a suite of communications products to tell the stories of the partnerships and coalitions and highlight the findings of the overall initiative and the impact of SDOH strategies on chronic disease and advancing health equity.

Funding Overview and Timeline

ASTHO and NACCHO will award up to \$250,000 to a consultant to develop a suite of marketing and communications materials highlighting the GFF initiative and awardees. The consultant will work with ASTHO, NACCHO and CDC to identify target audiences, develop messaging and media, and design and produce a series of communications products. Proposals must be submitted by June 21, 2022, at 5:00pm ET and selections will occur on or around July 7, 2022. The project period shall begin upon both parties' full execution of the contract and will end April 30, 2023.

The consultant may work with other consultants or firms to complete the work. However, ASTHO and NACCHO will only contract with and provide funds to the selected consultant. The selected consultant will enter into a contract with both ASTHO and NACCHO, each for half of the total award amount. The selected consultant will enter into dual contracts with ASTHO and NACCHO to complete the deliverables specified below. ASTHO/NACCHO will pay consultant payments in exchange for completion of the assigned scope of work and accepted deliverables. Deliverables may be priced as a percentage of the total award amount. NACCHO will work with the selected consultant to determine an invoice schedule.

Timeline

Event	Date
Release of RFP	June 1, 2022
Application Period Closes	June 21, 2022
Anticipated Notice of Award	July 7, 2022
Anticipated Contract Start Date	August 1, 2022
Contract End Date	April 30, 2023

Description of Activities

The Strategic Marketing and Communications Consultant will be expected to complete the following activities:

1. Project Kick-off Meeting. The consultant shall meet with ASTHO/NACCHO staff via videoconference to review project tasks, direction, goal, questions, timeline, and co-plan the project. The consultant shall prepare a memorandum summarizing the discussion and making note of decisions made.
2. Timeline/Work Plan. The consultant shall prepare a detailed timeline and work plan for accomplishing the tasks of the contract, incorporating input from the kick-off meeting. The consultant shall first submit a draft timeline and workplan for review by ASTHO/NACCHO staff following the kick-off meeting.
3. Project Coordination. The consultant will communicate regularly with ASTHO/NACCHO staff to provide project updates through regular check-in calls or formal reports. The consultant will also work directly with coalition/partnership representatives to collect assets, photos, and logos.
4. Project Content. See list of deliverables below.
5. Feedback and Finalization. The consultant will provide content for ASTHO/NACCHO staff to review and provide feedback, including a round for rough cuts, fine cuts, and the final products that meet the following technical requirements:
 - Videos must be webcast quality
 - Videos should be in a file format for use on the ASTHO/NACCHO website and social media platforms

Deliverables

The following outlines the deliverables to be produced by the consultant, however a finalized scope of work will be agreed upon post-consultant selection:

1. Approximately 10-14 video vignettes (up to 2-3 minutes each) highlighting individual partnerships and successful outcomes.
2. One video vignette highlighting the overall initiative (up to 3-4 minutes)
3. One additional communications material per funded site (infographic, one-pager, etc.)
4. Approximately 2-4 infographics for the overarching initiative

5. Draft language/content for ASTHO/NACCHO webpages for the GFF SDOH project

Proposal Outline

The consultant should describe how they will provide support to design and produce communications and marketing products for the GFF Initiative.

To be considered for this project, proposals must be in pdf format and include the following:

1. Cover sheet with the following information: (5 points)
 - a. The name of the primary staff and other significant contributors, including qualifications (resume or CV) and role.
 - b. Answers to the following questions, required to facilitate the contracting process:
 - Does your organization have prior experience in federal contracting? (Yes/No)
 - Has your organization completed a single Audit? (Yes/No)
2. Project Narrative that includes: (30 points)
 - a. A description of the consultant's knowledge and experience in the design and implementation of public health marketing and communications activities
 - b. A description of the methodology proposed to meet each of the deliverables listed above
 - c. A description of any other consultants/firms that will be engaged on this project
 - d. The company's production and revision process
3. Line-Item budget and narrative, not to exceed \$250,000, that clearly outlines: (20 points)
 - a. Personnel (number of staff, percent effort to the project and salary wages or hourly fees). If funding will go towards staff salaries, please include a copy of your negotiated fringe rate.
 - b. Funds to be provided to other consultants/firms working on project if applicable.
 - c. Other costs associated with the development of the strategy. NOTE: Funds may not be used to purchase equipment, pay for food and beverages, or support lobbying of any kind.
 - d. ASTHO's budget template is available in Appendix A and NACCHO's budget templates are available [here](#) and [here](#)
4. Project Deliverables and Timeline: (20 points)
 - a. A realistic work plan and timeline that includes expected product deliverables that will be completed over approximately 8-month project period (Approx. 8/01/2022 – 4/30/2023). Consultant timeline should demonstrate flexibility to align with project needs.
5. Links to two examples of work products: (20 points)

6. Submission of supporting documentation: (5 points)
 - a. [Vendor Information Form](#)
 - b. [W-9](#)
 - c. [Certification of Non-Debarment](#)
 - d. Required for applications of \$25,000: [FFATA form](#) (if you are not able to complete this by the application deadline, you may submit it one week after you have been selected)
 - e. Proof of SAM.gov registration
7. Response to Draft Contract: Selected applicant(s) will enter into either a fixed price contractor agreement with ASTHO or a firm fixed price contractor agreement with NACCHO. Links to draft agreements for ASTHO and NACCHO are available below. A link to NACCHO's contract agreement is available below and a copy of ASTHO's general contract terms and conditions is available in Appendix B. **Review each agreement's terms and conditions—including provisions related to publications; acknowledgement of federal support; copyright interests; conference, meeting and seminar materials; and logo use for conference and other materials—with your contracts officer and confirm that if selected, you will be prepared to enter into the agreement with either ASTHO or NACCHO, or identify and include any proposed changes with your proposal application.** ASTHO and NACCHO reserve the right to accept or decline any proposed changes to the terms and conditions. Significant proposed changes, which could affect the agreement's timely execution, may impact your selection as a successful applicant

ASTHO/NACCHO Responsibilities

ASTHO/NACCHO staff will oversee the contract and serve as the contact for the consultant.

Other responsibilities include:

- Provide background information, as appropriate
- Review all materials, in draft form, and recommend revisions
- Serve as liaison for funded partners and awardees

Additional Selection Criteria

- **Status as Women-, Minority-, Disadvantaged-, Veteran-Owned, and/or Small Business:** Consideration will be given to applicants who demonstrate successful work with historically underserved and underrepresented entities (minority-, women-, disadvantaged-, and veteran-owned businesses or "MWDVBES" and black, indigenous, people of color or "BIPOC") in addressing health disparities. Applicants who classify as or partner with these businesses will be strongly considered.
- **Inclusion of Health Equity:** ASTHO and NACCHO are committed to the promotion of health equity and the elimination of health inequities. Health inequities are reflected by disproportionately high rates of disease, premature death, and a lower quality of life.

Health inequities are avoidable and state, federal, and locally-funded activities play a key role in helping to solve this problem. Applicants are encouraged to address health inequities within the context of proposed activities.

Any work products created by this contract will be co-owned by ASTHO, NACCHO and Consultant.

Please note that submission of a proposal is a statement of acceptance of [NACCHO's standard form contract](#). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

Deadline/ Contact Information

Submissions must be electronic, in pdf format. The deadline for submission is **5 pm, Eastern Time, Tuesday June 21, 2022**. Decisions will be made, and applicants will be notified of their selection status, no later than **Tuesday July 7, 2022**.

Proposals should be submitted, in pdf, via e-mail to: chronicdisease@naccho.org

Disclaimer Notice:

This RFP is not binding on ASTHO or NACCHO, nor does it constitute a contractual offer. Without limiting the foregoing, ASTHO or NACCHO reserves the right, in its sole discretion, to reject any or all proposals; to modify, supplement, or cancel the RFP; to waive any deviation from the RFP; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFP. Under no circumstances shall ASTHO or NACCHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.

Appendix A



CONTRACT BUDGET TEMPLATE INSTRUCTIONS

I. CONTRACT INFORMATION

ASTHO staff are required to complete this section prior to sending this template to their point of contact(s) for further completion. Indicate the contractor name, project name, project code, date submitted, name of lead ASTHO staff, and period of performance for which this contract will be completed. Choose the payment method for this contract using the dropdown menu within the open cell. Input the total budget allowed for this contract. Please note, this budget amount should align with the budget amount stated within your workplan. This cell will turn red if the total budget amount requested by the contractor/vendor exceeds the total allowable budget amount.

II. DIRECT LABOR

Use this section to indicate direct labor costs. If labor is associated with a specific task, please indicate the task and personnel responsible. Direct labor can be calculated in the following ways:

- 1) **Labor hours and hourly rate.** If calculating direct labor costs using labor hours and hourly rate, use the dropdown menu in cell F14 to choose "Labor Hours," and the dropdown menu in cell G14 to choose "Hourly Rate." Input the labor hours and hourly rates associated with each person identified within the personnel section.
- 2) **Salary and percentage of FTE.** If calculating direct labor costs using salary and percentage of FTE, use the dropdown menu in cell F14 to choose "% FTE," and the dropdown menu in cell G14 to choose "Salary." You must change the cell format for all cells under "% FTE" to percentage OR input FTE as a decimal. After changing the cell format, input the percentage of FTE and the gross annual compensation (under "Salary") associated with the personnel required to complete the work. Finally, you must indicate the contract duration in months. This will ensure that direct labor costs are calculating based on the actual duration of the project.
- 3) **Fixed price.** If calculating direct labor costs using fixed price, use the dropdown menu in cell G14 to choose "Fixed Price." Describe the task to be completed and total amount associated with each.

Indicate the organizational fringe rate percentage, if applicable, in cell G26. Within the budget justification section, indicate the benefits included within the fringe rate.

III. CONSULTANTS/CONTRACTORS (e.g. a temp agency, subcontract, etc.)

Use this section to indicate Consultant /Contractor expenses required for the project. This category is appropriate when hiring an individual to give professional services (e.g training, expert consultant ,etc) for a fee but not as an employee of the grantee organization. The name of the contractor , Contractor rate, hours and total Cost for each consultant should be listed on the budget summary sheet. The budget narrative should include the following information. (The name of the consultant , Organizational Affiliation (if applicable), Nature of Services to be rendered, Relevance of Services to the project, The number of days of consultation(basis for fee) and expected rate of compensation(travel, perdiem,other related expenses) - list a subtotal for each consultant in this category.

IV. MATERIALS/SUPPLIES

Use this section to indicate requested materials and supplies related to the project. Identify the item, the cost per unit, and number of units being requested.

V. TRAVEL

Use this section to indicate travel expenses required for this project. Identify each travel expense and associated cost. Please note that requested travel should meet CDC's guidelines related to travel expenses, which can be found here starting on page 4:

https://www.cdc.gov/healthyyouth/fundedpartners/pdf/budget_guidelines.pdf.

VI. OTHER EXPENSES

Use this section to indicate other expenses required for this project. This may include conference call expenses, registration fees, subscription fees, etc. Identify the item and total cost being requested.

VII. TOTAL DIRECT COST

The templates automatically calculates this section. The is the sum of all the sections above.

VIII. INDIRECT COSTS

Use this section to indicate indirect cost expenses. The budget template is set up to calculate indirect costs in two ways:

- 1) **Indirect Cost Rate.** Input your organization's indirect cost rate or G&A rate under the percentage cell (F64). The percentage will be multiplied by the total direct labor costs and fringe. Within the budget justification section, indicate when the indirect cost agreement became effective and when it will end.
- 3) **Indirect Costs.** If your organization calculates indirect costs differently from above, input the dollar amount associated with your indirect costs in Cell (G65). Within the budget justification section, indicate how your organization calculates its indirect costs.



CONTRACT BUDGET TEMPLATE

I. CONTRACT INFORMATION

Contractor Name TBD

ASTHO Lead Staff Megan DeNubila

Project Name Improving SDOH

Period of Performance 07/01/2022 - 03/31/2023

Project Code FE-2060-04-00

Payment Method Fixed Price

Date Submitted TBD

Total Budget Amount \$ 125,000.00

II. DIRECT LABOR

Table with 6 columns: Project Task, Personnel, Duration (Months), % FTE, Salary (\$), Total Cost. Includes subtotals for Direct Labor and Fringe Benefits.

III. CONSULTANTS/CONTRACTORS (e.g. a temp agency, subcontract, etc.)

Table with 4 columns: Consultant/Contractor Name, Rate, # of Hours, Total Cost. Includes subtotal for Consultants/Contractors.

IV. MATERIALS/SUPPLIES

Table with 4 columns: Item, Cost/Unit, # of Units, Total Cost. Includes subtotal for Direct Materials.

V. TRAVEL

Table with 2 columns: Travel Expense, Total Cost. Includes subtotal for Travel.

VI. OTHER EXPENSES

Table with 2 columns: Item, Total Cost. Includes subtotal for Other Expenses.

VII. TOTAL DIRECT COSTS

Table with 2 columns: SUBTOTAL TOTAL DIRECT COSTS, Total Cost.

VIII. INDIRECT COSTS

Table with 4 columns: G&A/Indirect Costs, Percentage %, Cost, Total Cost. Includes subtotals for Indirect Costs and Indirect Total.

Table with 2 columns: TOTAL REQUESTED BUDGET AMOUNT, Total Cost.



BUDGET NARRATIVE

Instructions: Please use this section to provide details and explain the line items requested within the contract budget and why each is needed to accomplish the scope of work. Relevant experience and skills should be described for all personnel listed. Costs must prove to be reasonable, allowable, and allocable. If using a fixed price payment method, please identify payment schedule as it relates to the completion of each task within the justification section.

II. DIRECT LABOR		
Project Task	Personnel	Justification
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
FRINGE BENEFITS (%)		Justification
0%		
III. CONSULTANTS/CONTRACTORS (e.g. a temp agency, subcontract, etc.)		
Consultant/Contractor Name	Justification	
0		
0		
0		
0		
0		
IV. MATERIALS/SUPPLIES		
Item	Justification	
0		
0		
0		
0		
0		
V. TRAVEL		
Travel Expense	Justification	
0		
0		
0		
0		
0		
VI. OTHER EXPENSES		
Item	Justification	
0		
0		
0		
0		
0		
VIII. INDIRECT COSTS		
G&A/Indirect Costs	Percentage/Cost	Justification
Indirect Cost Rate/G&A	0%	
Indirect Costs	0	

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

Appendix B

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.

When issuing statements, press releases, publications, requests for proposals, bid solicitations and other documents, such as toolkits, resource guides, websites, and presentations, Contractor must include the following acknowledgment of support and disclaimer:

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 Grant Number [REDACTED], CFDA [REDACTED], from the U.S. Department of Health and Human Services/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.

Audio Visual Production Disclaimer: “Audiovisual” means any product containing visual imagery, sound, or both, such as motion pictures, films, videotapes, podcasts, live or recorded radio or television programs or public service announcements, slide shows, filmstrips, audio recordings, multimedia presentations, or exhibits where visual imagery, sound, or both are an integral part. “Production” refers to the steps and techniques used to create a finished audiovisual product, including, but not limited to, design, layout, scriptwriting, filming or taping, fabrication, sound recording, and editing.

If an audio-visual production is funded under this Agreement, the Contractor must include the following statement:

The production of this [type of audiovisual (motion picture, television program, etc.)] was supported by Grant Number [REDACTED], CFDA [REDACTED], from the US Department of Health and Human Services/Centers for Disease Control and Prevention]. Its contents are solely the responsibility of [Contractor/Contractor Agency name] and do not necessarily represent the official views of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention.

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).

Executive Level II Salary Rates	
January 1, 2020 - September 30, 2020	\$197,300
January 1, 2021 - September 30, 2021	\$199,300

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.

All contracts in excess of the small purchase threshold fixed at 41 U.S.C.403(11) (currently \$250,000) shall contain suitable provisions for termination by ASTHO, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default, including termination of the award for failure of the Contractor to meet the outcomes/goals as

indicated in their scope of work (SOW) or workplans, as well as conditions where the contract may be terminated due to circumstances beyond the control of the Contractor.

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 \$250,000*) 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.

32. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by ***Huawei Technologies Company or ZTE Corporation*** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by ***Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company*** (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

33. Domestic Preferences for Procurement - “Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881):” The Executive Order proposed significant changes to promote the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf (“COTS”) products. The Buy American Act (“BAA”) restricts the country of origin of goods bought by the U.S. government, requiring the purchase of “manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States.” 41 U.S.C. § 8302(a). Numerous exceptions are available, however, allowing the government to purchase foreign-made products in many situations, particularly where a domestic alternative is not available or is too expensive. It is this last exception at which the new proposed rule takes particular aim.

Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration, and the Executive Office of the President. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

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 ASTHO 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 but legible photocopies of itemized receipts are acceptable and should be submitted.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

[Note: The Debarment Certification is non-negotiable. It is a flowed down requirement for all Contractors receiving federal funds]

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: _____