

Request for Proposals (RFP)

Improving Social Determinants of Health – Getting Further Faster Year 3: Public Health, Healthcare, Human Services Alignment Updated 1/24/2023

SUMMARY INFORMATION

Purpose: Building upon the results of Years 1 and 2 of the Centers for Disease Control and Prevention’s Improving Social Determinants of Health (SDOH) – [Getting Further Faster \(GFF\) initiative](#), the purpose of this funding opportunity is to build evidence for how public health, healthcare and human services systems can implement, evaluate, and sustain programs to promote cross-sector linkages that address the social determinants of health (SDOH).

Co-led by the Association of State and Territorial Health Officials (ASTHO) and the National Association of County and City Health Officials (NACCHO), the Year 1 and 2 retrospective evaluations provided a better understanding of how multi-sector community partnerships/coalitions are advancing health equity and improving chronic disease conditions by addressing SDOH in the following domains: the built environment, clinical-community linkages, food and nutrition security, social connectedness, and tobacco-free policies.

Year 3 of the project will focus on partnerships that include State and/or Local Health Departments (S/LHDs), Non-Profit Health Systems, and/or Human Services Organizations, with the overall goal of identifying best practices and sustainable models for use of community philanthropic and community benefit resources towards prevention and SDOH. Awards will be made to up to twenty (20) partnerships with a successful history of addressing one or more of the above listed SDOH domains to improve health outcomes and advance health equity. Selected grant recipients will engage in a retrospective evaluation focusing on the identifying the infrastructure needed to support collaboration between local/state health departments, and health care systems and/or human service agencies engaged in SDOH work. Included in this analysis will be conducting a cost-analysis, identifying the role and opportunities of S/LHDs to support SDOH efforts, and identifying outcomes and longer-term impacts associated with SDOH initiatives led by public health, healthcare/human services partnerships.

Project Title: Improving Social Determinants of Health – Public Health, Healthcare, Human Services Alignment Project

Proposal Due Date and Time: February 3, 2023, 11:59PM (PST)

Selection Announcement Date: March 6, 2023

Source of Funding: Centers for Disease Control and Prevention

NOA Award No.: 5NU38OT000306-05-00 (NACCHO)/ 5NU38OT000290-05-00 (ASTHO)

Maximum Funding Amount: up to \$120,000 per grant recipient

Estimated Period of Performance: March 15, 2023 – December 31, 2023

Point of Contact for Questions Regarding this Application: chronicdisease@astho.org

Special condition of this award: See Appendix D

***These dates have been modified from the original document and are subject to change**

OVERVIEW

Building upon the Centers for Disease Control and Prevention’s Improving Social Determinants of Health (SDOH) – [Getting Further Faster \(GFF\) initiative](#), the Association of State and Territorial Health Officials (ASTHO) and the National Association of County and City Health Officials (NACCHO) will fund approximately twenty (20) partnerships, comprised of a State and/or Local Health department (S/LHD) and a Non-Profit Health System (NPHS) with a successful history of addressing SDOH to impact health outcomes in their communities. The partnership may also include an optional Human Services organization partner if applicable. The overall goal is to identify best practices and sustainable models for use of community philanthropic and community benefit resources towards prevention and SDOH.

Funded partnerships will have a history of advancing health equity and improving chronic disease conditions by addressing SDOH in one or more of the following domains: the built environment, clinical-community linkages, nutrition security, social connectedness, and tobacco-free policies. Partnerships will participate in a robust series of retrospective evaluation activities designed to inform the development of promising practices for improving health outcomes and health equity by addressing the five SDOH domains. The retrospective evaluation will be led by RTI International who will coordinate evaluation activities with the grant recipients.

The applicant’s selected SDOH area(s) of choice should demonstrate systematic improvements in addressing health inequities related to chronic disease. Examples include, but are not limited to, the following:

- *Built Environment*: adoption of a Complete Streets policy, addressing inaccessible or nonexistent sidewalks, the addition of bike lanes or walking paths, or improving public transportation options.
- *Community-Clinical Linkages*: coordinating the exchange of information and altering activities among the local health department, community-based organization and safety net clinic to manage high blood pressure, and type 2 diabetes among low-income residents in a specific geographic location. *Example: Successful implementation of a referral network, community health worker strategy that connects identified individuals to care, development of information exchange processes to support entry into care, collaborations between community-based organization and safety net clinic to increase access and address chronic disease (e.g., hypertension [HTN], diabetes mellitus [DM]).*
- *Nutrition Security*: implementing programs that lead to food policy changes such as: expanding SNAP benefits at local farmers markets, opening a grocery store in an underserved area, expanding farmers markets to underserved areas, to encourage both the availability and accessibility of fresh fruits and vegetables, or addressing food deserts through a coordinated community plan.
- *Social Connectedness*: providing routine and ongoing social support to populations that creates peer relationships among community members and neighborhood-based social programming to engage residents, including youth, in coordination with faith-based, clinical, and community-based organizations, or implementing strategies to ensure older adults remain connected to the community, for example.

- *Tobacco-Free Policies*: establishing a local ban on the sale, distribution, and advertising of menthol tobacco products within a 10-mile radius of schools or other youth-supportive entities, or adopting tobacco-free policies for public places, that includes e-cigarette prohibition in public spaces.

Key activities of the evaluation will include structured discussions around:

1. Evaluation topics focusing on the infrastructure required to support the role of S/LHDs in organizing, leading or participating in partnerships with health care systems and, if applicable, human service agencies, the challenges experienced in efforts of collaboration on SDOH initiatives, experiences sharing data, a cost-analysis of these initiatives, the role of L/SHDs, outcomes associated with the implemented SDOH initiatives, and the longer-term impacts of those initiatives.
2. Partnership objectives and outcomes data and/or materials summarizing those outcomes, and
3. Guidance on the use of an established tool to estimate healthcare savings.

ELIGIBILITY AND CONTRACT TERMS

To be eligible for this funding opportunity, applicants must represent a partnership that includes a state and/or local health department and a Non-Profit Health System entity, such as a nonprofit hospital system with a successful history of addressing social determinants of health to improve health outcomes in their community. If applicable, the partnership may also include an additional partner of a human services organization.

To be selected, the partnerships must meet the following criteria:

- Has a fully implemented SDOH initiative(s) addressing one or more of the identified SDOH areas with results that represent at least 12 months of data collected within the last three years (i.e., at least 12 months of data has been collected with no data older than c. November 2019);
- Proposed SDOH activities of focus have not been previously studied as a part of the Getting Further Faster initiative;
- Has the infrastructure and resources to report data/outcomes for addressing SDOH and impact on chronic disease outcomes in their community;
- Can demonstrate the extent to which efforts occurred in communities contributing disparately to overall mortality and/or morbidity statistics in the US, as documented by objective data such as the County Health Rankings, or the County Prosperity Index; and
- Can illustrate meaningful collaboration (e.g., shared staff, bi-directional referrals, shared data, co-implementation) between (a) S/LHDs and (b) health care system(s) and (c) human services organizations, if applicable. Note that (a) and (b) are required.
- Capability to meet data needs to participate in evaluation activities including:
 - Ability to execute data use agreements quickly, if required by partnership organizations to share deidentified data;
 - Available data or formal evaluation reports/manuscripts/presentations covering at least twelve (12) months and collected within the past three (3) years, which can be used to describe at least two (2) outcomes of interest (e.g., reach and dose of services by subpopulation groups; met health-related social needs; participant satisfaction with services; health knowledge, attitudes, and behaviors, clinical outcomes, health care utilization and costs);

- If deidentified data are shared, participation of a staff person who can quickly abstract key data and answer evaluation queries about the data; and
- Participation of a staff person who can provide reach and cost estimates with technical assistance from the evaluator.

Other eligibility considerations:

- Partnership has participated in a state or local health department community health needs assessment or improvement planning (S/CHNA-S/CHIP), or other strategic planning process preferred, but not required.
- Non-Profit Health Systems or human services organizations who have used resources such as community philanthropic and community benefit resources towards prevention and SDOH in partnership with S/LHDs are eligible to apply.
- Non-profit health systems that have initiated or completed analyses of how community benefit resources are used and evaluated to impact SDOH are encouraged to apply.
- Accountable Health Communities (AHC)_recipients are not eligible to apply.

CONTRACT TERMS

Selected applicant(s) will enter into either a fixed price agreement with either ASTHO or NACCHO. Draft agreements for ASTHO and NACCHO are available in Appendix A1 and A2. Applicants must 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 their legal team or contracts officer and confirm that if selected, you will be prepared to enter into the agreement with either ASTHO or NACCHO. Any proposed changes to the terms and conditions must be identified and submitted with your proposal application for negotiations. Proposed changes submitted after the application period has ended and/or submitted during the contracting stage may not be accepted. 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. Agreeing to NACCHO’s Resolution of Disputes and Governing Law is expected and aside of those two clauses, limited modifications to the terms or contract language can be accommodated. Contractors that cannot agree to majority of NACCHO’s contract language should not apply for this initiative.

If you are an applicant from Florida, please contact us immediately for a copy of the Florida standard contract.

SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

**These dates have been modified from the original document and are subject to change*

Event	Date/Time
RFA Informational Webinar	January 5, 2023 1:00-2:00PM EST
Submission Deadline	February 3, 2023

Award Notification Date	March 6, 2023
Anticipated Contract Start Date	March 15, 2023
Anticipated Contract End Date	December 31, 2023 (Contingent on CDC approval of no-cost extension)

PROJECT GOALS & TECHNICAL REQUIREMENTS

This project seeks to engage LHD/SHD as well as nonprofit healthcare and/or human services organization partnerships to build evidence for how public health and healthcare systems can implement, evaluate, and sustain programs to promote cross-sector linkages in addressing Social Determinants of Health

A scope of work template further outlining these activities can be found below and represents the deliverables associated with receipt of award which will be incorporated into the contractor agreement (Appendix A).

Selected awardees will be required to:

- Participate in up to three meetings with in-depth qualitative discussions with evaluation contractor and respond to follow-up outreach to clarify or expand on information
- Participate in up to two meetings to provide and discuss deidentified outcomes data for SDOH initiatives or other documentation that summarizes outcomes
- Participate in up to three meetings or webinars to obtain information and guidance on the use of PRISM and cost tools
- Abstract and share deidentified data
- Provide information for PRISM analysis

See the Time Commitment section below for more information.

Scope of Work

The following table outlines project activities expected of the selected awardees:

***These dates have been modified from the original document and are subject to change**

Budget Period	Invoice	Project Activities	Deliverables	Amount of Total Award
Budget Period 1 - (February 15, 2023 – July 31, 2023)	#1 – February – April 2023	1.Participate in kick-off call 2. Participate in discussion(s)/ meeting(s)	1.Registration and attendance in kick-off call 2.Attendance records	25% (\$30,000)
	#2 – May – July 2023	1. Participate in meeting(s)	1.Attendance records	25% (\$30,000)

Budget Period 2 - (August 1, 2023 – December 31, 2023)	#3 - August – October 2023	1.Participate in meeting(s)	1.Attendance records	25% (\$30,000)
	#4 November – December 2023	1.Participate in closeout webinar	1.Registration and attendance in closeout call	25% (\$30,000)

*Note: Funding for the August 1, 2023, to December 31, 2023, timeframe is contingent on CDC approval of a no-cost extension for this project. The project is intended to end on or about December 31, 2023.

Time Commitment

- Applicants should anticipate spending approximately twenty (20) hours per month communicating with NACCHO/ASTHO and participating in project evaluation efforts and activities.
- In addition to participating in virtual meetings with the evaluation team, applicants should anticipate spending some time abstracting and sharing deidentified data that capture key outcomes of interest (e.g., reach and dose of services by subpopulation groups; met health-related social needs; participant satisfaction with services; health knowledge, attitudes, and behaviors, clinical outcomes, health care utilization and costs).
- The time required to abstract and share data will vary based on the protocols and systems used for record keeping and may range from 1-4 hours. For example, some partnerships may be able to quickly run a report from their electronic medical record system. It may take other partnerships longer to pull and deidentify requested data if their systems do not allow for custom reports.
- Additionally, applicants should anticipate spending 1-3 hours to provide estimated reach and cost data for Prevention Impacts Simulation Model (PRISM) and cost analyses. The time required to provide inputs for these analyses may vary based on the complexity of the SDOH initiative and availability of relevant program records. However, the time required should not exceed a few hours.

Period of Performance

The project period is anticipated to be approximately eleven (11) months: February 2023 through December 2023. Initial contracts will be executed with selected applicants covering the February to July timeframe. Upon the receipt of approval by CDC to extend the period of performance, ASTHO and NACCHO will extend the period of performance to on/about December 31, 2023, to allow continued engagement with the cohort until the closing meeting in December 2023 and allow for the completion of all deliverables. ASTHO and NACCHO will only contract for the amount approved for the initial budget period of 2/15/23 to 7/31/23 and shall issue contract modifications to provide funding for the second budget period of 8/1/23 to on or about 12/31/23 once an extension of the period of performance is granted by CDC. Details regarding the possible changes to the timeline and any possible carryover requirements will be finalized with selected applicants.

Method of Payment

ASTHO and NACCHO will disburse payment to awardees upon receipt of deliverables per the payment schedule identified in the Scope of Work above. Please note that ASTHO and NACCHO reserve the right to make changes to the project timeline and payment schedule, as necessary.

PROPOSAL RESPONSE FORMAT

Applications for this project will be evaluated by ASTHO and NACCHO and scored based on the following criteria:

- A. Cover Letter (10 points):** Include complete contact information for the lead programmatic and fiscal /contractual points of contact (name, title, organization, mailing address, e-mail address, telephone number). Include the names of the lead programmatic and financial/contract contacts (name, address, e-mail, telephone number).

- B. Prior Experience and Outcomes (50 points):** Describe the partnership’s experience and outcomes representing at least 12 months of activities/results conducted within the last three (3) years that address at least one of the five prescribed SDOH areas. Be sure to include a description of: 1) each partner, their role(s) and contributions to the partnership’s SDOH efforts, including with state and/or local health department(s); 2) targeted population(s) and rationale for serving them; 3) specific activities relevant to one or more of the prescribed five (5) SDOH domains listed above and the results of those interventions, including detailed, existing evidence of the intervention(s)’ effectiveness improving community knowledge, behaviors and/or health measures; 4) activity funding sources, including community benefit or medical system philanthropic resources; and 5) how improvements were maintained over time. This should include detailed examples of the partnership’s past successes identifying, implementing, and assessing the results of strategies that address one or more of the five (5) prescribed SDOH domains. Describe the formal or informal data collected to evaluate the impact of successes, the types of data collected, and the date range that each data type represents. Specifically, describe efforts to collect information at baseline, during the implementation of activities or strategy, to complete the strategy or follow-up.

Examples Adapted from Year 1 Reported Outcomes:

GFF SDOH Domain	Initiative Description	Heath Outcomes and Evidence Source Description
Built Environment (BE)	infrastructure improvements and outdoor educational and recreational programming	Of 128 enrolled youth, 60 completed pre-and post-intervention surveys, which indicated a statistically significant increase in the number of days participants reported at least 60 minutes of physical activity in 2018.
Community Clinical Linkages (CCL)	phone-based coaching for patients with diabetes	2020 chart review results indicate decreased A1C in 67% of the 69 participants who completed the program.
Food and Nutrition Security (FNS)	food access and education program	2019 pre-post survey results indicated improved self-reported health among all 83 participants.

- C. **Project Participation Capacity (30):** Describe how the applicant/partners will be able to fully participate in this project’s activities and meet this RFP’s requirements within the specified timeframe. This includes attesting to and providing examples of your ability (staff, systems) to execute data use agreements quickly, and share deidentified data and/or other data or formal evaluation reports/manuscripts/presentations covering at least 12 months and representing data from within the past three (3) years, which can be used to describe at least two (2) outcomes of interest (reach and dose of services by subpopulation groups; met health-related social needs; participant satisfaction with services; health knowledge, attitudes, and behaviors, clinical outcomes, health care utilization and costs). If deidentified data are shared, participation of a staff person who can quickly abstract key data and answer evaluation queries about the data. Please list the key point of contact for these requests and describe your capacity to meet these requirements.
- D. **Budget & Budget Narrative (5 points):** Provide a detailed fixed price per deliverable budget, including detailed projected costs for the completion of the project. Maximum award is up to \$120,000 per selected applicant. Applicants must submit an ASTHO budget ([template provided](#)) and a NACCHO budget ([template provided](#)). The templates outline the format in which the budget should be presented. Note that proposed costs must be broken down by two budget periods: 1) February 15, 2023, to July 31, 2023, and 2) August 1, 2023, to December 31, 2023. **Note that funding for the August 1, 2023, to December 31, 2023, timeframe is contingent on CDC approval of a no-cost extension for this project. This project is intended to on or about December 31, 2023.** A **budget narrative** must accompany the budget and indicate the costs associated with each proposed activity. Both the budget and budget narrative must be submitted in Excel files.
- E. **Response to Contract Terms and Conditions (5 points):** Selected applicant(s) will enter into either a fixed price agreement with ASTHO or a firm fixed price agreement with NACCHO. Draft agreements for ASTHO and NACCHO are available in **Attachments A1 and A2**. **Applicants must 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 their legal team or contracts officer and confirm that if selected, you will be prepared to enter into the agreement with either ASTHO or NACCHO. Any proposed changes to the terms and conditions must be identified and submitted with your proposal application for negotiations. Proposed changes submitted after the application period has ended and/or submitted during the contracting stage may not be accepted.** 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.

Additional Attachments: Please include and upload the following attachments with your application

- Complete and submit the [Vendor Information Form](#)
- Complete and submit the [Completed Certification of Non-Debarment](#).
- Submit [W-9 Form](#)
- Complete and submit the [FFATA data collection form](#).
 - NOTE for completing this form: **This grant opportunity is federally funded and the CFDA # is 93.421.**
- Provide proof of active registration with SAM.gov in accordance with active DUNS number.

- Upload in application (a screenshot can be uploaded).
 - The applicant must be registered with the System for Award Management (SAM) and its SAM number. For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.
 - Note: If an applicant's DUNS number is expired at the time of contract execution, the applicant will be required to renew.
- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.

Funding and Disclaimer Notices: This project is supported by a grant from the Centers for Disease Control and Prevention (NACCHO: 5NU38OT000306-05-00; ASTHO: 5NU38OT000290-05-00). The Centers for Disease Control and Prevention (CDC) does not endorse any particular product, service, or enterprise. Views expressed in related products do not necessarily reflect those of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention. This RFP is not binding on ASTHO or NACCHO, nor does it constitute a contractual offer. Without limiting the foregoing, ASTHO and 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.

SELECTION PROCESS

Applications for this project will be evaluated by ASTHO and NACCHO and scored based on the following criteria. Responses provided from the project narrative section will be used to inform the criteria scores.

SUBMISSION INSTRUCTIONS

Applications for this project must be submitted through NACCHO's application website accessible [here](#).

Applicants should:

- Review the requirements and expectations outlined in this RFA.
- Read NACCHO's standard contract (Appendix A1) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made.
- The submitted application **must** include the following items to be deemed completed:
 - Project narrative that addresses the sections outlined above
 - Anticipated ASTHO budget ([template provided](#)), anticipated NACCHO budget ([template provided](#)), and budget narrative (Appendix B).
 - [Vendor Information Form, W-9, Certification of Non-Debarment and FFATA data collection form](#)
 - Provide proof of active registration with SAM.gov in accordance with active DUNS number. Upload in application (a screenshot can be uploaded).
 - The applicant must be registered with the System for Award Management (SAM) and its SAM number. For applicants without a SAM number, please note that it takes 7-10

business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.

- Note: If an applicant's DUNS number is expired at the time of contract execution, the applicant will be required to renew.
- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.
- Applications should be submitted through [NACCHO's application website](#) by 11:59PM PT on January 20, 2023.
- All questions may be directed to chronicdisease@astho.org

APPENDICES

- Appendix A: Standard Contract Template
- Appendix B: Budget Narrative Template
- Appendix C: List of Unallowable Costs
- Appendix D: NOA Funding Restriction

Appendix A1 – NACCHO Contract Template

NACCHO CONTRACT # 2022- _____ CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and *[insert name of Contractor]* (hereinafter referred to as “Contractor”), with its principal place of business at *[insert mailing address of Contractor]*.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of GRANT # , CFDA # , as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on *(insert date)* and shall continue in effect until *(insert date)*, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 *(enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid.* All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. **Three** invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			
Invoice III			

(insert time increment). (May be “monthly” or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!).

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for *the giving of notices as set forth in Section 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. **The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.**

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”

23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Attn: _____

With a copy to:
National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM

[Name of Program Staff]

1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Tel. (202) _____

Fax (202) 783-1583

Email: _____@naccho.org

Director, Contracts

1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Tel. (202) 507-4272

Fax (202) 783-1583

Email: ahutapea@naccho.org

FOR CONTRACTOR:

*(Name and address of Contractor's Contract
Officer or Designee, including telephone and
fax.)*

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign
for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

DUNS No.: _____

Appendix A2 – ASTHO Contract Template

AGREEMENT for FEDERALLY-FUNDED PROJECTS

This Agreement entered into as of this ___th day of ____, 20__ 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 _____, 20__ 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

<p>ASTHO Contacts</p>	<p>Contracting Party Contacts</p>
<p><i>Programmatic Contact & Invoice Submission</i></p> <p>Name: Title: Association of State and Territorial Health Officials National Headquarters: 2231 Crystal Drive, Suite 450 Arlington VA 22202 Regional Offices: 855 Emory Point Drive NE Suite C-100 Atlanta, GA 30329 Email: Phone:</p>	<p><i>Programmatic Contact</i></p> <p>Name: Title: Organization: Address: City, State, Zip code: Email: Phone:</p>
<p><i>Contractual/Fiscal Contact</i></p> <p>Name: Title: Association of State and Territorial Health Officials National Headquarters: 2231 Crystal Drive, Suite 450 Arlington VA 22202 Regional Offices: 855 Emory Point Drive NE Suite C-100 Atlanta, GA 30329 Email: Phone:</p>	<p><i>Contractual/Fiscal 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

- X **Travel Policies**
- X **Debarment Certification**
- X **ASTHO Style Guide** (*email attachment*)

___ **Other:** _____



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

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
January 1, 2022 - September 30, 2022	\$203,700

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 the 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 115232, 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.

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:

Appendix B: Budget Narrative Requirements

The budget narrative explains each line-item and how the amounts were derived. See detailed guidance below.

- **Personnel:** List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct.
- **Fringe Benefits:** Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc. Please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- **Travel:** Specify the purpose and details of the travel.
- **Supplies:** Identify supplies in the detailed budget and the intended use for these supplies (i.e. what activities will the supplies support).
- **Contractual:** Identify each proposed contract and specify its purpose and estimated cost.
- **Other direct costs:** These will vary depending on the nature of the project. This may include activities, monitoring and evaluation, etc.
- **Indirect charge:** Indicate how the rate is applied. If you are proposing more than 10%, please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- **Respond to the following two questions:**
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?

Appendix C: Unallowable Costs

1. Interest Expense (FAR 31.205-20) is unallowable however represented including bond discounts, costs of financing and refinancing capital including associated costs. Some associated costs include related legal and professional fees incurred in connection with prospectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.
2. Donations/Contributions (FAR 31.205-8)
3. Entertainment (FAR 31.205-14) – The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs and similar organizations are unallowable.
4. Contingencies (FAR 31.205-7)
5. Bad Debts (FAR 31.205-3)
6. Fines and Penalties (FAR 31.205-15) – The costs of fines and penalties for violating federal, state or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.
7. Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
8. Losses on Contracts (FAR 31.205-33) – The excess of cost over income on any contract is unallowable. This includes the contractor's share of any cost contribution on cost sharing agreements.
9. Organizational (FAR31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Food- Direct charges for meals/food and beverages are unallowable charges to this project.
11. Alcohol – Alcohol is expressly unallowable under all circumstances.
12. Promotion – this cost is unallowable if the primary purpose is to promote a company's image or products or service.
13. Personal Use – Personal use of anything as compared to business purpose is unallowable.
14. Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.
15. First Class Air Fare – First class air fare is unallowable in most cases. There are a few exceptions but are available in rare circumstances. Please contact me about these exceptions as needed.
16. Legal Costs – Certain legal costs are unallowable. For legal costs to be allowable the costs must be documented by scope of work, rate description and work product. In any case, please contact me regarding the circumstances that these costs are allowable or not. Claims against the government and Defense of certain fraud proceedings are unallowable.
17. Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration.
18. Equipment purchases over \$5,000, i.e., Vehicles, Medical Devices.

19. Harm Reduction supplies or syringes.

20. Incentives - Incentives for participants to take part in project activities, such as through receiving gift cards or gas cards are typically unallowable, but incentives are allowable under certain circumstances and will require prior approval.

21. Research

22. Clinical care, except where allowable by Federal law

23. Publicity and propaganda (lobbying): Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:

https://www.cdc.gov/grants/documents/AntiLobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

24. All unallowable costs cited in CDC-RFA-OT18-18020402SUPP21 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

Appendix D: NOA Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See [Additional Requirement \(AR\) 35](#)

