



## REQUEST FOR APPLICATIONS (RFA)

### Building Capacity for Climate Change and Public Health Programs at Insular Area Health Agencies

#### I. Summary Information

- A. Purpose:** To provide selected IAHA's with the opportunity to address the public health consequences of climate change.
- B. Proposal and Application Due Date and Time:** October 31, 2017 by 5 pm ET
- C. Selection announcement date:** November 6, 2017
- D. Estimated Period of Performance and Final Report Date:** November 15, 2017 through May 31, 2018, with final reports due by June 30, 2018
- E. ASTHO Point of Contact:** Kathleen Dolan ([KDolan@astho.org](mailto:KDolan@astho.org))

#### II. Description of RFA

##### Background:

The Association of State and Territorial Health Officials (ASTHO), with support from CDC's National Center for Environmental Health (NCEH), is pleased to announce a call for applications for a 2017-2018 Building Capacity for Climate Change and Public Health Programs at Insular Area Health Agencies (IAHA's) grant. Designed to enhance the capacity of insular areas, this funding will provide selected IAHA's with the opportunity to address the public health consequences of climate change. ASTHO will assist in sharing lessons learned and best practices with state and IAHA's, NCEH, and other key stakeholders.

The goals of the 2017-2018 Building Capacity for Climate Change and Public Health Programs at Insular Area Health Agencies grant are to:

- To reduce climate-related morbidity and mortality in Insular Areas;
- To build capacity to identify and assess climate-related health threats to Insular Areas;
- To build climate and health adaptation capacity within Insular Area governments;
- To increase collaboration and data sharing among Insular Areas, the Federal government, state/local governments, and other partners on issues of climate and health;
- To increase communication and information sharing about the health effects of climate change.

##### Availability of Funds:

ASTHO has released this Request for Applications on October 5, 2017. All applications must be received by 5 pm ET on October 31, 2017. Selected applicants will be notified by November 6, 2017. Awards will be made through a fixed priced agreement based on satisfactory completion of required deliverables. The project duration will be from November 15, 2017 through May 31, 2018. ASTHO intends to award up to three (3) IAHA's a grant of up to \$37,500 each for the establishment and implementation of climate change demonstration projects.

##### Expectations and Deliverables:

The IAHA's receiving the funds will be responsible for completing activities described in its

proposal/application. The selected grantees will:

1. Focus their work on one or more steps of CDC's [Building Resilience Against Climate Effects](#) (BRACE) framework to develop strategies and programs to help communities prepare for the health effects of climate change. Sample activities:
  - Create a climate adaptation plan or strategy that incorporates health.
  - Provide training to health agency personnel on relevant climate change topics.
  - Collaborate and hold meetings/workshops with community members and key stakeholders.
  - Plan or implement a specific intervention.
  - Develop and implement an educational campaign on climate and health.
2. Provide a written final report that includes a project description, activities, outcomes, contacts and collaborations, issues/concerns and recommendations for improvement of the grant.

In addition, the grantees will:

- Participate in two to three technical assistance calls with ASTHO and CDC.
- Make the final written report available for posting on ASTHO's website and distribution to ASTHO members.
- Compile findings, promising practices and lessons learned for distribution to other state and insular area health agencies.
- Submit findings and lessons learned for a session proposal at a relevant conference (e.g., CDC's Climate and Health Summit, Pacific Island Health Officers Association, American Public Health Association, National Environmental Health Association) in 2018.

### **Eligibility:**

To be eligible for the capacity building project, the applicant must:

- Fall into one of the following eligibility categories:
  - Be a public health or environmental health professional, epidemiologist, or other related program manager from an IAHA.
  - Be a representative from a non-governmental organization acting as a bona fide agent of an IAHA. The bona fide agent is required to submit a letter from the IAHA as documentation of the status.
- Propose a project that is reasonable in scope, complements current activities at the IAHA, and advances the goals of the BRACE Program.
- Demonstrate the IAHA's commitment to the proposed effort, including how the project further builds the capacity for that IAHA to confront the public health consequences of climate change.
- Be willing to share resources and lessons learned with ASTHO, CDC, and other state and IAHA's across the country.
- Agree to fulfill all expectations for participation.

### **Technical Support:**

ASTHO is available to provide technical assistance to the grantee at no additional cost. CDC staff is also available via phone or email for technical assistance.

**Application Procedure:**

Please succinctly include information from Parts I-IV in your submission (see Applicant Checklist below for further details). Please keep applications to 10 pages or less.

- *Part I* – Include contact information (full name, title, mailing address, email address and phone number) and CV for the project lead, as well as contact information for the fiscal/contract lead. If the project lead is not from an IAHA, please include the relevant IAHA contact information.
- *Part II* – Describe the following: background, statement of need, and project description. Also include a letter of support from IAHA leadership.
- *Part III* – Budget, Budget Narrative and timeline.
- *Part IV* – *Response to ASTHO Draft Agreement: ASTHO and selected applicant(s) will enter into a contractual agreement. A draft agreement between ASTHO and the selected applicant is available in Attachment A. Review the 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 enter into this agreement, or identify and include any proposed changes with your proposal application.* ASTHO reserves 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.

Applicants must submit a complete, electronic copy of the application by 5 pm ET on **October 31, 2017**. Please submit the application and all attachments to [kdolan@astho.org](mailto:kdolan@astho.org). Incomplete applications or applications received after the deadline will not be considered.

**Selection Process:**

Each application will be reviewed and rated by an ASTHO panel consisting of ASTHO staff and CDC/NCEH personnel. Proposals and applications will be rated on the following evaluation criteria:

- Completeness (includes Parts I-III of the Applicant Checklist)
- Evidence of commitment to climate and health capacity building
- Appropriate budget request
- Goals and objectives proposed
- Work plan, including activities, timeline, goals, and milestones

**Applicant Checklist:**

<p><b>Part I – Include contact information for Project lead/IAHA contact person.</b></p> <ul style="list-style-type: none"> <li>- Insular health agency name</li> <li>- Project lead name &amp; title</li> <li>- Project lead CV</li> <li>- Street address</li> <li>- City/insular area/zip</li> <li>- Telephone #</li> <li>- Fax #</li> <li>- Email address</li> <li>- Other project partners</li> </ul>
<p><b>Part II – Describe the following: background, statement of need, and project description. Also, include a letter of support from IAHA leadership.</b></p>

- Background
- Statement/perception of need
- Project description (capacity that is being developed; goals; project timeline with milestones; how success of the project will be measured)
- Letter of support from IAHA leadership
- Anticipated challenges in meeting the goals set forth in the project description
- Plan and recommendations for activities beyond project year (if additional federal funding should become available)
- Evaluation mechanism for climate change activities
- Reasons why this project has a strong probability of success
- Plan for collaboration with relevant stakeholders

**Part III – Budget and timeline.**

- Breakdown of budget into salaries and wages, supplies and materials, and other costs
- Timeline and milestones to accompany budget
- Have additional funds and/or resources been leveraged? If yes, please describe them.

**Additional Information:**

Kathleen Dolan  
Director, Environmental Health  
Association of State and Territorial Health Officials (ASTHO)  
2231 Crystal Drive, Suite 450  
Arlington, VA 22202  
571-318-5401  
[kdolan@astho.org](mailto:kdolan@astho.org)

**Disclaimer Notice:**

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

**ATTACHMENT A: DRAFT AGREEMENT**

This Agreement, entered into as of this 6<sup>th</sup> day of November, 2017 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 complete proposed project activities to carry out climate and health related work which focuses on one or more steps of CDC’s BRACE Framework, in connection with an undertaking or project titled, “*Climate-Ready Territories,*” 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 November 15, 2017 and shall continue until May 31, 2018 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 **\$37,500**.

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

John Mericsko, Chief Operating Officer  
Name and Title

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

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

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

**CONTRACTUAL CONTACT INFORMATION**

<b>ASTHO Contacts</b>	<b>Contracting Party Contacts</b>
<p><i>For programmatic issues &amp; invoice submission</i></p> <p>Kathleen Dolan                      Director, Environmental Health                      Association of State and Territorial Health Officials                      2231 Crystal Drive, Suite 450                      Arlington, VA 22202                      Email: <a href="mailto:KDolan@astho.org">KDolan@astho.org</a>                      Phone: 571-318-5401</p>	<p><i>For programmatic issues</i></p> <p>Name:                      Title:                      Organization:                      Address:                      City, State, Zip code:                      Email:                      Phone:</p>
<p><i>For contract and financial issues</i></p> <p>Evangeline Crawford                      Director, Grants and Contracts                      Association of State and Territorial Health Officials                      2231 Crystal Drive, Suite 450                      Arlington, VA 22202                      Email: <a href="mailto:ECrawford@astho.org">ECrawford@astho.org</a>                      Phone: 571-527-3178</p>	<p>Name:                      Title:                      Organization:                      Address:                      City, State, Zip code:                      Email:                      Phone:</p>

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

- General Terms and Conditions**
- Special Terms and Conditions**
- Scope of Work**
- Travel Policies**
- Style Guidelines**
- Debarment Certification**
- Sub-recipient Addendum**
- Other: Contractor Application/Proposal**

## 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 (formerly ASTHO Office of Communications).

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

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

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

Accordingly, neither the HHS nor the CDC logo can be used by the recipient 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 s 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 OMB Circular as well as by the terms of the agreement between ASTHO and the Concerned Funding Agency, and any rules of, or guidelines issued by, the Concerned Funding Agency. The Contractor is responsible for reimbursing ASTHO in a timely and prompt manner for any payment made under this subcontract which is subsequently determined to be unallowable by ASTHO, the Concerned Funding Agency, or other appropriate Federal or State officials.

**16. Concerned Funding Agency**

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

<b>Executive Level II Salary Rates</b>	
October 1, 2012 - January 11, 2014	\$179,700
January 12, 2014 - January 10, 2015	\$181,500
January 11, 2015 - January 9, 2016	\$183,300
January 10, 2016 - September 30, 2016	\$185,100
January 8, 2017 - September 30, 2017	\$187,000

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. Flowdown 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 flowdown to subcontractors or subgrantees, and therefore the Agreement incorporates by reference, and the Contractor is subject to, all such mandatory flowdown 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 flowdown these same provisions to any lower-tier subcontractors.

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

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

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

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

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

### **19. Indemnification**

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

### **20. Special Damages**

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

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

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

### **22. Insurance**

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

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

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

**24. Waiver**

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

**25. Entire Agreement**

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

**26. Modification**

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

**27. Severability**

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

**28. Successors and Assigns**

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

**29. Survival**

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

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

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

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

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

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

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

DRAFT

## SCOPE OF WORK

### A. General Description of Engagement

ASTHO will enter into an agreement with the Contractor to carry out the work described in the Request for Application (RFA), “Building Capacity for Climate Change and Public Health Programs at Insular Area Health Agencies,” wherein ASTHO will work closely with CDC to help manage a climate and health grant program that will fund territorial health agencies to carry out climate and health related activities.

### B. Textual Description of Key Tasks

The Contractor will complete the following tasks:

- Task 1: Sign and execute contract with ASTHO
- Task 2: Establish project aim and goals and identify stakeholders.
- Tasks 3 & 4 to be determined in conjunction with Contractor and CDC
- Task 5: Submit final report

See Contractor’s Application/Proposal for additional details.

### C. Summary Table of Tasks, Deliverables, and Due Dates

TASK	DELIVERABLE	DUE DATE
1	Sign and execute contract with ASTHO.	November 15, 2017
2	Establish project aim and goals and identify stakeholders.	December 31, 2017
3	TBD	May 30, 2018
4	TBD	May 30, 2018
5	Submit final report	June 30, 2018

### D. Compensation and Reporting Requirements

Contractor shall be compensated by payment of the fixed sum of **\$37,500** for the performance of Contractor’s obligations in conformance with this Agreement. This amount includes all expenses incurred in the performance of this Agreement. This amount shall be paid for work that has been judged acceptable by ASTHO according to the following schedule:

- a. \$5,000 upon completion of Task 1.
- b. \$ amount (TBD) upon completion of Task 2.
- c. \$ amount (TBD) upon completion of Task 3.
- d. \$ amount (TBD) upon completion of Task 4.
- e. \$10,000 upon completion of all work.

**Contractor must submit invoices to the program contact listed on page two of this agreement to receive payment.** The invoice shall describe in detail the task(s) completed. **Contractor must submit final invoice within 30 days of contract end date, no later than June 30, 2018, to receive payment.** Failure to provide a timely invoice(s) may result in non-payment of expenses for completed work or deliverables. Invoice(s) will be paid within 30 days of receipt at ASTHO.

### E. Key Personnel:

The active participation of the following person(s) is a material condition of this agreement:

1. Lead/Key program staff

# Style Guidelines



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

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

## General Guidelines

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

## Abbreviations and Acronyms

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

## Lists

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

## Graphics

- Label all figures, charts, and graphs in sequence, using “Figure 1,” “Figure 2,” etc.
- Do not use graphics without referencing them in the text. Conversely, do not use graphics and then repeat the same information in text. Reference the table rather than repeating it.
- Graphic language, color, format, etc. should be as consistent as possible throughout your document.
- If a document will be professionally designed and printed, graphs/charts must either be provided as separate image files in high-resolution format (not embedded in a Word document), or the original data must be provided so the designer can recreate the figure.
- If using figures from other organizations, ASTHO must have written permission from that organization to use the figure in question, unless it is from a federal agency or otherwise in the public domain. (This includes state health agencies—state agencies’ work is not public domain as a federal agency’s work would be.)

### Citations and Explanatory Footnotes

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

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

	<a href="http://www.ncbi.nlm.nih.gov/pubmed/7795892">www.ncbi.nlm.nih.gov/pubmed/7795892</a> . Accessed 7-25-2013.
Article from journal—more than one author. (List all authors if three or less, otherwise list first three followed by " <i>et al.</i> ")	Raux H, Coulon P, Lafay F, <i>et al.</i> "Monoclonal antibodies which recognize the acidic configuration of the rabies glycoprotein at the surface of the virion can be neutralizing." <i>Virology</i> . 1995. 210:400-408. Available at <a href="http://www.ncbi.nlm.nih.gov/pubmed/7542418">http://www.ncbi.nlm.nih.gov/pubmed/7542418</a> . Accessed 7-25-2013.
Conference presentation.	Moldofsky H. "Sleep, neuroimmune and neuroendocrine functions in fibromyalgia and chronic fatigue syndrome." Presented at American Public Health Association Annual Meeting. 2013. Available at <a href="http://www.ncbi.nlm.nih.gov/pubmed/7795892">http://www.ncbi.nlm.nih.gov/pubmed/7795892</a> . Accessed 7-25-2013.
Monographic series.	Davidoff RA. <i>Migraine: Manifestations, Pathogenesis, and Management</i> . Philadelphia, PA: FA Davis. 1995. Contemporary Neurology Series, No. 42.
Online journals with volume and page information.	Simon JA, Hudes ES. "Relationship of ascorbic acid to blood lead levels." <i>Journal of the American Medical Association</i> [serial online]. 1999. 281:2289-2293. Available from American Medical Association, Chicago, IL. Available at <a href="http://jama.jamanetwork.com/article.aspx?articleid=190540">http://jama.jamanetwork.com/article.aspx?articleid=190540</a> . Accessed 7-25-2013.
Online journals without volume and page information	Gordon GF. "Bypassing heart surgery." <i>Alternative Medicine</i> [serial online]. 1999. Issue 30. Accessed 9-30-2004.
Personal e-mail. (Citation is written into the text, not cited in the reference list.)	Chafez LA (personal communication, Jan. 28, 1997).
Website/web page.	CDC. "Protect Your Family from Rabies." Available at <a href="http://www.cdc.gov/Features/RabiesSafeFamily/">http://www.cdc.gov/Features/RabiesSafeFamily/</a> . Accessed 7-25-2013.
News article.	Parker-Pope T. "Black-White Divide Persists in Breast Cancer." <i>New York Times</i> . July 23, 2013: A10. Available <a href="http://well.blogs.nytimes.com/2013/07/23/black-white-divide-persists-in-breast-cancer/?ref=health">http://well.blogs.nytimes.com/2013/07/23/black-white-divide-persists-in-breast-cancer/?ref=health</a> . Accessed 7-24-2013.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

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

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

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

## FEDERAL SUBRECIPIENT ADDENDUM

The Contractor's status as a "Sub-recipient" as that term is defined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 ("Omni Circular") imposes additional disclosure and reporting requirements on both ASTHO and the Contractor.

### 1. General Information:

- A) CFDA Title: PPHF 2013: OSTLTS Partnerships – CBA of the Public Health System
- B) CFDA Number: 93.424
- C) DUNS Number (9 digits): \_\_\_\_\_ (Contractor to Complete)
- D) NAICS Code: \_\_\_\_\_ (Contractor to complete)
- E) Zip + 4 of address where work will be completed \_\_\_\_\_ (Contractor to complete)
- F) Congressional district: \_\_\_\_\_ (Contractor to complete)
- G) Award Name: Climate-Ready Territories
- H) Award Number: 5 NU38OT000162-05-00 (Formerly: 5U38OT000162-03)
- I) Award Date: 07/17/17
- J) Federal Agency Name: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention
- K) Period of Performance: 07/01/2017 – 06/30/2018
- L) Sub-recipient Name: Contractor Name
- M) Pass-Through Entity: Association of State and Territorial Health Officials (ASTHO)
- N) Amount of Federal Funds Obligated: \$200,000
- O) Total Amount of Federal Funds Obligated to Sub-recipient: \$37,500
- P) Total Amount of Federal Award: \$822,094
- Q) R&D \_\_\_ [Y] \_\_\_X[N]
- R) Indirect Cost Rate: 31.70%

### 2. The following requirements must be complied with:

- A) Federal Laws and Regulations: US Department of Health and Human Services Grants Policy Statement; Office of Management and Budget Omni Circular; 45 CFR Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments; 48 CFR Part 352-- Contract Clauses; 48 CFR §331.101-70 – Salary rate limitation; 45 CFR Part 93 – Restrictions on lobbying; the Federal Funding Accountability and Transparency Act and Federal statutes generally applicable to public contracts, including with respect to equal opportunity and civil rights.

- B) Contract or Grant Agreement

3. Contractor shall have an active System for Award Management (SAM) registration, formerly Central Contractor Registry (CCR).

4. Contractor shall allow ASTHO to monitor activities to ensure use of the funds complies with the authorized purposes in compliance with Federal laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.

5. Contractor shall meet the Omni Circular audit requirements within 120 days of Contractor's fiscal year.

6. If Contractor, in its preceding completed fiscal year, received (a) 80 percent or more of its annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements, then Contractor hereby reports the names and compensation of its five most highly compensated officers below. [Note: This compensation information need not be reported here if it is otherwise publicly available through periodic reports filed under the Securities Exchange Act (15 U.S.C. §78m(a), §78o(d)) or the Internal Revenue Code (26 U.S.C. §6104). If that is the case, please check here: \_\_\_\_\_.]

Name:

Compensation:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

