

ATTACHMENT B-1
For Option 1 (Monetary) & Option 3 (Mixed)
MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is by and between the Association of State and Territorial Health Officials (“ASTHO”) and _____ (state agency name). ASTHO and State Agency are collectively referred to as “Parties”).

Purpose

A. On _____ (date RFP released), ASTHO issued a Request for Proposals (“RFP”) in connection with an undertaking or project titled, “*Building State Public Health Department Capacity to Support Breastfeeding,*” seeking proposals for _____ (purpose of MOU).

B. On _____ (date proposal submitted), _____ (state agency name) submitted a proposal (“Proposal”) to ASTHO to perform the requested services. The RFP and Proposal are appended to, and made a part of, this MOU. Funding for this project is provided by Grant Number 5 NU38OT000290-03-00 from the U.S. Department of Health and Human Services. The CFDA number for this grant is 93.421.

C. ASTHO has accepted the Proposal subject to the parties entering into this MOU.

Terms and Conditions

1. _____ (state agency name here) will perform the services as described in the RFP and detailed in the scope of work (SOW) and Proposal. This MOU shall commence on February 22, 2021 and shall continue until July 31, 2021. The timelines set forth in the RFP, SOW and Proposal will be adhered to, with those items listed under Phase I to be completed by July 31, 2021; and *subject to project continuation and funding from CDC, those items listed under Phase II to completed December 31, 2021.*

2. It is understood that data acquired by _____ (state agency name) will be provided to CDC for its use as stated in the RFP.

3. ASTHO is authorized to reproduce, publish, and make such other uses of the reports and other materials submitted to ASTHO as ASTHO wishes.

4. _____ (state agency name) will comply with all applicable laws, and secure all necessary permissions, in acquiring and submitting information to ASTHO under this MOU.

5. **Compensation:** _____ (state agency name) **is being directly compensated, up to \$25,000,** from ASTHO for its performance of the services described RFP and detailed in the attached Scope of Work.

6. Compliance with Applicable Laws: If any provision of this MOU is held to be invalid under any applicable statute or rule of law, such provision, or portion thereof, is to that extent deemed to be omitted and the remaining provisions of this MOU will remain in full force and effect.

7. Termination at Will: Any party may terminate this MOU at any time by giving the other party written notice at least 30 days prior to the intended termination date.

8. Modifications: This MOU may only be amended, renewed or otherwise modified by a written instrument signed by both parties.

9. Sovereign Immunity: Nothing herein is to be construed as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein is to be construed as consent by a state agency or political subdivision to be sued in contract or in tort.

10. Mutual Confidentiality: Each party shall retain the Confidential Information of the other party in confidence and shall use and disclose it solely for the purpose of, and in accordance with, this Agreement. Each party shall only disclose Confidential Information of the other party to those of its employees and/or subcontractors with a need to know such Confidential Information and who have agreed in advance to protect and maintain the confidentiality of the Confidential Information to at least the same extent provided for in this Agreement. Each party shall use at least the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of the other party's Confidential Information.

However, notwithstanding anything to the contrary herein, neither party shall be bound by any obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information (other than PI) of the other party, or any part thereof, which:

- was known to the receiving party prior to disclosure to it;
- was lawfully in the public domain prior to its disclosure to the receiving party, or becomes publicly available other than through a breach of this Agreement;
- was disclosed to the receiving party by a third party, provided that such third party is not, to the knowledge of the receiving party, in breach of any confidentiality obligation in respect of such information; or
- is independently developed by the receiving party.

Where there is any doubt that any Confidential Information is in the public domain, the receiving party must treat that Confidential Information as confidential until clearance is obtained from the disclosing party.

11. Publicity and Media: Recipient agrees to direct all media inquiries to ASTHO's Public Relations Office at pr@astho.org for review prior to release.

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.

12. Notice: Any notices given by either party to the other party under this MOU will be in writing and sent either: by electronic mail, overnight courier, with a verified receipt; or by registered or certified United States Mail, postage prepaid. Either parties' specified point of contacts may be changed by notifying the other party a minimum of one week prior to such change. Notice will be deemed sufficiently given upon receipt at the following addresses:

Contractor/State Agency/Recipient: _____

ASTHO: Evangeline Crawford
National Headquarters
2231 Crystal Drive, Suite 450
Arlington, Virginia 22202
Phone: 571-527-3178
Email: ecrawford@astho.org

13. Insurance: Both parties must maintain adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this MOU and any renewals(s) of it. Both parties accept full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for its entity and its staff operating under this MOU. The limits of coverage under each policy maintained by either parties do not limit their liability and obligations under this MOU.

14. Trademarks and Logos: Neither party may use the trade name, trademark, service mark, logo, or other designation of the other party, in its promotional or marketing activities, or for any other purpose, without the prior written approval of the respective owner thereof.

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.

15. This MOU sets forth the entire understanding of ASTHO and _____ (state agency name) on the subject matter addressed herein and may not be amended except by further written agreement. The Contractor/State Agency/Recipient must return an executed copy of this MOU to ASTHO within 10 business days of receipt or the MOU 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 MOU as of the date set forth below by the following duly authorized officials.

**ASSOCIATION OF STATE AND
TERRITORIAL HEALTH OFFICIALS**

CONTRACTOR/STATE AGENCY

By: _____

By: _____

Name: Zarnaaz Bashir

Name: _____

Title: Deputy Chief Executive Officer

Title: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING CONTACT INFORMATION

ASTHO Contacts	Agency Contacts
<p><i>For Programmatic Issues & Invoice Submission</i></p> <p>Ify Mordi Director, Maternal and Infant Health Improvement Association of State and Territorial Health Officials National Headquarters: 2231 Crystal Drive, Suite 450 Arlington VA 22202 Regional Offices: 600 Peachtree Street NE, Suite 1000 Atlanta, GA 30308 Email: IMordi@astho.org Phone: 571-527-3172</p>	<p><i>Programmatic Contact</i></p> <p>Name: Title: Organization: Address: City, State, Zip code: Email: Phone:</p>
<p><i>For Programmatic Issues & Invoice Submission</i></p> <p>Evangeline Crawford Director, Contracts Association of State and Territorial Health Officials National Headquarters: 2231 Crystal Drive, Suite 450 Arlington VA 22202 Regional Offices: 600 Peachtree Street NE, Suite 1000 Atlanta, GA 30308 Email: ECrawford@astho.org Phone: 571-527-3178</p>	<p><i>Fiscal/Contractual Contact</i></p>

Attachments incorporated as part of this MOU:

- 1. State Innovations to Advance Breastfeeding and Health Equity RFP;**
- 2. Proposal/Application (Response to RFP)**

SCOPE OF WORK

A. General Description of Engagement

ASTHO will either 1) award innovation grants to up to three states of the remaining seven (CA, CT, KY, MN, NY, NC, and TX) not currently receiving innovations awards to implement projects that focus on one or more of the three priority areas and on decreasing or eliminating breastfeeding disparities or 2) award direct assistance to at least 50% of the 2020 innovation awardees to focus on sustainability, depending on state needs and interests. Selected innovation states may serve as mentors in their areas of expertise/strengths to other states in the learning community and will participate in ASTHO's pilot Policy Academy and Incubator program to inform the field and add to the practice-based evidence, including those around health equity and sustainability. States will develop and implement a work plan, submit progress reports at least quarterly, and participate in technical assistance site visits or conference calls with ASTHO staff, as needed.

B. Textual Description of Key Tasks

States will:

1. Develop progress reports and updates on state activities describing innovation grant work plan (frequency to be determined by ASTHO and the CDC)
2. Participate in ASTHO's pilot Policy Academy and Incubator program and the associated technical assistance calls or site visits

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

TASK	DELIVERABLE	DUE DATE
1	Progress Report 1 and updates	04/30/2021
2	Progress Report 2 and updates	06/30/2021
3	Interim Report; Participate in ASTHO CB/TA activities	07/31/2021

D. Compensation and Reporting Requirements

Contractor shall be compensated by payment of the **fixed sum of \$25,000** 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. \$ _____ upon completion of _____
- b. \$ _____ upon completion of _____
- c. \$ _____ upon completion of all work.

Contractor must submit invoices to PreventionInvoice@astho.org and send an electronic copy to AccountsPayable@astho.org to receive payment. The invoice should

reference: “Requisition #2608 – Project FE-2801-03-00” and shall describe in detail the task(s) completed. ASTHO will review the invoice and pay the Contractor for work that has been judged acceptable. ASTHO maintains the right to withhold payment, as a result of work determined at its sole discretion to be incomplete, late, or that does not meet the content expectations that ASTHO has shared with Contractor either verbally or in writing. Contractor must submit final invoice within 30 days of contract end date, no later than [date] to receive payment. Payment of the final invoice will not be made until all work has been completed and has been judged acceptable by ASTHO. Failure to provide a timely invoice(s) may result in non-payment of expenses for completed work or deliverables due to grant close-out. Invoice(s) will be paid within 30 days of receipt at ASTHO.

Reporting Requirements

States or state designees are required to participate in learning virtual sessions and in associated capacity building and technical assistance (CB/TA) activities. Sub-recipients will report out on their progress at least quarterly during the learning sessions or in a final report.

E. Key Personnel

The active participation of the following person(s) designated by the Contractor or Contractor’s organization is a material condition of this agreement: