REQUEST FOR PROPOSALS (RFP)
Million Hearts State Learning Collaborative
Focus on Hypertension Identification, Control and Improvement

NOTE: On September 4, 2013 at 3pm EDT, ASTHO will host a teleconference regarding this funding opportunity. Pre-register for webinar: https://cc.readytalk.com/r/bqwbcfrzy87c&eom

I. Important Information

A. Purpose: The Association of State and Territorial Health Officials (ASTHO), with the support of the Centers for Disease Control and Prevention, is offering this request for proposals to support states in utilizing a Quality Improvement process to partner across sectors including clinical, community, and public health partners to implement best practices and evidence based policies to identify, control, and improve blood pressure with the aim of achieving the goal of preventing 1 million heart attacks and strokes by 2017.

B. Proposal due date and time: The deadline for the 10 page application is **12:00pm EDT, Friday October 4, 2013**. Please send a short email to chronicdisease@astho.org with your intent to apply by **Tuesday, September 10, 2013.**

C. Selection announcement date: **October 8, 2013**

D. Monetary Assistance Available to awardees, contingent on available funding: Awards of up to $140,000 each will be provided for up to eight health agencies to participate in this project for a 9 month period. States will be provided a base funding of $115,000 which includes working with one local health agency. Additional support is available for up to two additional local health departments signed on as a core planning partner for $12,500 per local health agency. All awarded funds will be disbursed to the states, who are then responsible for passing on funds to the local health departments and other partners.

E. Estimated Period of performance and final report date: The learning collaborative project period is October 8, 2013 through June 30, 2014, with final reports due by July 15, 2014.

F. Potential Applicants conference call date, time, and call-in information: On September 4, 2013 at 3pm EDT, ASTHO will host a teleconference regarding this funding opportunity. Pre-register for webinar: https://cc.readytalk.com/r/bqwbcfrzy87c&eom . Applicants may also call or email ASTHO with questions.

G. Eligibility: All governmental state health agencies and the District of Columbia health agency in good standing with ASTHO are eligible to apply for this RFP. To spread best practices for blood pressure management, control and improvement more broadly across the states and localities, selection preference will be given to those that demonstrate strong linkages and partnerships

between health agencies and healthcare leadership and documented expertise to address the improvement of health disparities (refer to Selection Criteria below).

H. ASTHO contact name, e-mail, and phone number:

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Senior Director for Health Improvement
Association of State and Territorial Health Officials
Phone: (571)527-3170
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Julia Schneider
Director, Chronic Disease Prevention
Association of State and Territorial Health Officials
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II. Description of RFP

Purpose: The Association of State and Territorial Health Officials (ASTHO), with the support of the Centers for Disease Control and Prevention, is pleased to offer this request for application aimed to support states and communities in their efforts to increase the national percentage of adults whose blood pressure is under control to 65%, a current Leading Health Indicator for the nation, as explained in Healthy People 2020.

Background: The Million Hearts® initiative is focusing, coordinating, and enhancing cardiovascular disease prevention activities across the public and private sectors in an unprecedented effort to prevent 1 million heart attacks and strokes by 2017 and demonstrate to the American people that improving the health system can save lives. Million Hearts® will scale-up proven clinical and community strategies, bringing together existing efforts and new programs to improve health across communities and help Americans live longer, healthier, more productive lives.

The Million Hearts Initiative is a collaborative effort of the Centers for Disease Control and Prevention and Centers for Medicare and Medicaid Services. Million Hearts seeks to improve care for people who need treatment by focusing on the "ABCS": Aspirin for people at risk; Blood pressure control; Cholesterol management; and Smoking cessation. Public health agencies are a key partner in preventing heart attacks and strokes by promoting and improving health outcomes for their state. They play a key role in detection and reporting, identification of best and promising public health interventions for prevention and early identification of heart disease, and have unique opportunities to link with clinical care. ASTHO and our partners are supporting state and local health agencies in successfully integrating efforts with healthcare partners in their state to address components of Million Hearts, particularly around blood pressure control.

ASTHO is a national association with 501(c) (3) status, representing the fifty-nine health officials of state and territorial health agencies and was established in 1942, demonstrating 70 years of national public health leadership and ongoing support of state and territorial health officials (SHOs) and their leadership teams. ASTHO's vision is "healthy people thriving in a nation free of preventable illness and injury." ASTHO's mission is "to transform public health within states and territories by helping its members to dramatically improve the health and wellness of Americans." The central goal of ASTHO is *Strengthen the Effectiveness, Value, and Relevance of State and Territorial Public Health in Promoting Health Equity and Improving Health Outcomes*. The mission and goals at ASTHO are aligned with the action steps needed to improve health in the United States.

This project will identify how state and local health agencies can work together to support this effort, and bring together communities, health systems, nonprofit organizations, federal agencies, and private-sector

partners in a quality improvement learning collaborative, led by state health agencies. This project will focus specifically on addressing blood pressure control efforts in populations experiencing the greatest disparities.

Project activities: State health agencies participating in the quality improvement collaborative will collaborate across sectors including clinical, community, and hospitals to implement best practices and evidence-based policies to improve blood pressure management and support the goal of Million Hearts. Each team will include at least one local health agency representative. If additional local health agencies are added, funding for up to two additional agencies (total of three local health agencies) at $12,500 each will be added to the award.

ASTHO will support state and local health officials and agencies in the implementation and spread of best practices learned from states demonstrating innovative strategies.

ASTHO has utilized several working groups and experts to provide input into this project and will continue to work with these partners to support the state teams. ASTHO convened an Expert Advisory Committee composed of state public health leaders and experts in public health and healthcare integration, provider organizations and academia. The Expert Advisory Committee with ASTHO and CDC staff have learned from states and developed key recommendations for states to improve and measure progress and outcomes. ASTHO also supports the Primary Care Integration workgroups, which is a partnership of more than 50 organizations that seek to inform, align, and support the implementation of integrated efforts that improve population health and lower health cost. Six Tracks-of-Work committees were created to both build on existing integration efforts and to model the cooperation between primary care and public health. Additionally, ASTHO will draw on the expertise of the National Forum on Heart Disease and Stroke with over 60 organizations with expertise in heart disease and stroke. The project will focus on key recommendations that were developed by the Expert Advisory Committee to collaborate with providers, healthIT, and health plans to **improve blood pressure control**:

- Catalyze policy and environmental change;
- Convene a wide variety of stakeholders;
- Raise awareness, educate, and engage patients, providers, and other stakeholders;
- Improve and integrate metrics and data management;
- Expand coverage for preventive services and integration efforts;
- Consider alternative funding mechanisms to sustain efforts;
- Identify and promote models that leverage "natural integrators;" and
- Identify, develop, and share success stories, tools and resources.

ASTHO will competitively grant funding to approximately 8 state and local partnerships. To achieve the goals of NQF 18: The percentage of patients 18-85 years of age who had a diagnosis of hypertension and whose BP was adequately controlled during the measurement year, states will work to complete the following:

Grantees will identify large populations of individuals with uncontrolled hypertension.

They will establish quality improvement processes to achieve the following objectives and interventions which are aligned with the Division for Heart Disease and Stroke Prevention State Based Programs.

- Increase reporting and monitoring of NQF 18.
- Improve identification of undiagnosed persons with high blood pressure.
- Improve diagnosis, treatment and follow up of persons with high blood pressure (e.g. avoiding missed opportunities while patient is in the office.

Each grantee will choose **at least two of the following interventions**:

- Use aggregated NQF18 data to improve population health outcomes by providing feedback to providers, health systems and communities;
- Use Health Information Technology (e.g. patient lists to identify undiagnosed persons with high blood pressure; feedback reports to providers; feedback loops for self-measured blood pressure monitoring; other clinical decision supports) to manage patient panels and identify higher risk patients (racial/ethnic minorities; low socio-economic groups; low education; geographic areas with high risk patients);
- Use self-measured blood pressure monitoring programs accompanied by clinical support;
- Engage non-physician team members (e.g. nurses, pharmacists, patient navigators) in hypertension management in health care systems;
- Implement policy or systems in health care settings that encourage a multi-disciplinary approach to blood pressure control;
- Expand the role of clinical team members to include a focus on population or panel management.

Over the course of 9 months, grantees will implement projects in their states that address at least two of the strategies described above. Improvement in both public health and healthcare integration and health equity will be addressed in each targeted area. Applicants will select the evidence based or promising practices that they will work on and will describe them in their response to the application questions in this announcement.

Awardee states will be part of a Learning Collaborative which will be launched with a virtual and in-state convening. The launch curriculum will include quality improvement training, as well as presentations of lessons learned from states that have demonstrated improvement and focused breakouts on the identified specific areas of measurement. A key goal of the in-state meeting will be for states to identify priority action steps and outcomes, lead staff, and partners and areas in which they may need additional support to achieve success. States in the Learning Collaborative will also participate meet in at least one in-person meeting and virtually throughout the year.

The eight selected states will be provided a grant for a period of 9 months to support the implementation of their actions plans and, ideally, progress that endures beyond the funding period. State grants can be used to fund expert consultants, convening of key partners, fund local health departments, and dedicated staff to assure action steps are implemented, data collected, and outcomes are reported. Selected states along with the state health official will identify an agency staff member, and several multi-sector leaders to participate. The core planning team capacity must include, at minimum:

1. State or Local Health Agency Lead as identified by state health official, such as a Chronic Disease Director
2. Public or private health plans
3. Local health department(s)
4. Health IT expertise
5. Regional partners such as a health system, hospital service area or ACO
6. Provider/Community level practitioner
7. Performance Improvement Manager
8. Health Equity/Diversity Expertise

ASTHO is committed to the promotion of health equity and the elimination of health inequities. Health inequities are reflected by disproportionately high rates of disease, premature death and a lower quality of life. Health inequities are avoidable and state, federal, and locally-funded activities play a key role in helping to solve this problem. Applicants should propose activities /interventions aimed to address health inequities within the context of proposed activities as it relates to Goodness and Fairness as identified by

the World Health Organization in Chapter 2 of their General Report 2000 https://apps.who.int/whr/2000/en/report.htm.

The grantee will provide an initial action plan, a progress to date report, tools and resources, and a final report after the end of the grant period. ASTHO will collect and synthesize the findings from these reports to produce progress reports and an overall report of the findings from the learning collaborative. Ongoing progress will be reported on the ASTHO website.

States will be expected to participate in the learning collaborative with their fellow grantee States through one in-person meeting with all states and 3 on-site meetings; calls, webinars and a secure on-line information exchange site with peers. Participation in this learning collaborative is a required component of this project to assure cross state learning. This includes a presentation(s) to other states and stakeholders on your systems and best practices as well as interactions with other states to share how to overcome barriers and challenges as well as share successes.

The learning collaborative project period is October 8, 2013 through June 30, 2014. The general timeline is below. **Given the short timeframe of this project, state teams will be asked to hold the dates for the meeting times that are already specified.**

October 8, 2013	Applicants are selected and contracts are executed.
October 8, 2013	Project period begins
October 11, 2013	Learning Session 1A: Virtual Kick Off and Needs Assessment Started
October - November 2013	Learning Session 1B: On site state stakeholder convening
December 12-13, 2013	Learning Session 2: Project goals are refined and **in-person** kickoff training is held in Washington, DC.
January – June 2014	Monthly, alternating conference calls and webinars, and site visits begin and continue through June 2014.
February 6, 2014	Learning Session 3: Mid-term progress report due, mid-term presentation, sharing of tools and resources, and report on in-state onsite meetings to date.
June 5, 2014	Learning Session 4: Project wrap-up and closing meeting through onsite meeting in state.
June 30, 2014	End of project period
July 15, 2014	Final reports due to ASTHO

Expectations of Participating States:
All agencies selected through this project will be required to:

1. Identify a target population of individuals with diagnosed and undiagnosed hypertensives.

2. Address at least two recommendation areas through projects and develop goals, objectives and outcomes for each program area regardless of the number of projects being implemented.
3. In each of the two areas of focus, identify actions aimed to improve collaboration between public health and clinical care providers and address health equity.
4. Develop a state profile, aim statement, logic model, and draft performance measures. Through this project, we will continue to work on measurement but we would like you to submit preliminary ideas on impact and outcome measurement.
5. Submit tools and resources used or developed during the project.
6. Complete needs assessment and goals and measure (template will be provided by ASTHO)
7. Submit mid and final project reports (templates to be provided at a later date).
8. Attend in-person kick off meeting, in-state meetings, participate in monthly webinars and conference calls. States must have capacity to participate in virtual meetings through webcam or other devise.
9. Share experiences/best practices with agency staff and leadership, as well as project staff from ASTHO. Information will also be distributed to the funder and national partners as appropriate.
10. Provide feedback and suggestions on project activities as requested via questionnaires and/or interviews with ASTHO staff.
11. Participate in promotion of learning's and results to other states and stakeholders.
12. Link projects to the agency's quality improvement plan, state health improvement plan, and/or strategic plan.
13. Link project to Coordinated Chronic Disease program, State Innovation Models Initiative or other health system partnership efforts.
14. Link and document projects to evidence-based recommendations from The Guide to Community Preventive Services and the US Preventative Services as appropriate.

Selection of awardees is noted below in IV. ASTHO will provide up to $140,000 to up to eight health agencies to participate in this project for a 9 month period. The Office of the State Health Official will be the lead and applicants must identify a fiscal agent within the agency. It will be the health agency's responsibility to disseminate the funding to the appropriate program areas.

ASTHO will:

- Create a "speakers bureau" for states to consult and draw from for state presentations and consultations;
- Provide an evidence based change package of tools and resources to use for the initiative;
- Provide on-site technical assistance through site visits and in person meetings;
- Provide virtual technical assistance through online convenings, webinars, conference calls, etc.
- Provide supplemental support to selected sites from experts in public health and healthcare integration, or an expert from the ASTHO team.
- Deliver guidance to sites in the development of projects to address the selected issues and support sites throughout the project period to ensure the projects are successfully implemented, evaluated, and designed for sustainability.
- Provide social marketing and communication expertise.

III. Requirements for Financial Awards

- Allowable expenses

Funding can be used to support costs associated with participation in this project, including personnel, supplies, data collection, grant awards to further sustain change across the states, meeting expenses including food or meeting materials, expenses for travel and honorarium for national experts and in-state travel associated with the project as outlined in the health agency's action plan. ASTHO will separately reimburse for expenses to travel to the in-person meeting and will fund the site visits from ASTHO staff and contractors.

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (currently $179,700).

- Period of performance

The learning collaborative project period is October 8, 2013 through June 30, 2014. A mid-term presentation and report through a virtual meeting will take place in February of 2014, and final reports are required by July 15, 2014.

IV. Required Proposal Content and Selection Criteria

A. Application cover letter from State Health Official indicating support for the project, agreement for attendance of all learning sessions, and project/program leaders. The letter must also name a lead contact person (name, address, e-mail, telephone number)

B. A cover letter from the agency that will be the grantee fiscal agent specifying a contact. The letter should include the fiscal agent contact's name, address, e-mail, and telephone number

C. Required Proposal Content and Selection Criteria:

By submitting an application, applicants agree to adhere to all project requirements and deliverables within the stated project timeframes. Applicants must:

- Complete the project application (Appendix A) and adhere to a 10-page limit.
- Submit a budget and budget justification for activities/staff which are not part of the 10 page limit.
- Be able to comply with ASTHO's contract requirements (Appendix B) and execute a contract with ASTHO within 45 days upon notice of selection.
- Identify at least 2 strategies to address through learning collaborative interactions and provide a rationale for why the strategies(s) were chosen. In each of the two areas of focus, grantee will identify actions aimed to improve collaboration between public health and clinical care providers and address health equity.

Applications will be reviewed and sites will be selected based on the following considerations:

- Completeness and quality of the application.
- Demonstrated capacity to meet the project requirements.
- Letter(s) of support from the public health agency's leadership, the state health official, indicating support for the applicant's participation and completion of contractual obligations, including that the state health official will attend all virtual and in person learning sessions.
- Letter of support from a partner representing the clinical care setting, such as a state medical society, academic medical center, or a state-wide primary care organization, including agreement to attend all virtual and in person learning sessions identified below.
- Letter (s) of support from local health departments that will be participating, along with practices and community partners (either new or existing partnerships) should state that they are willing to attend all meetings and should show interest in supporting the project.
- Demonstrated ability to sustain quality improvement in program areas after the project ends.

Selection will also include consideration of a diverse representation of state health agencies such as agency structure (i.e. centralized verses decentralized), geography and organizational structure with in government.

The budget should detail the state's plans for spending the grant and be presented in the format outlined in attachment A. A budget narrative must accompany the budget and indicate the costs associated with each proposed activity. ASTHO and selected applicants enter into a sub-grant agreement (see attachment B). Review the agreement's terms and conditions with your contracts officer and confirm that if selected, you will enter into this agreement, or identify any proposed changes as part of your RFP submission. 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.

V. Submission Information

- **Application Procedure**: *Application deadline and process.*

The deadline for applications is 12:00 PM EDT, Friday October 4th, 2013. Please send a one line email to chronicdisease@astho.org with your intent to apply by September 10, 2013.
Applicants will be notified of their selection status no later than October 8, 2013. Submit applications electronically to chronicdisease@astho.org with a cc to jschneider@astho.org with a subject line of 'Million Hearts State Learning Collaborative to Improve Blood Pressure Control.' Incomplete applications or applications received after the deadline will not be considered.

- **Timeline**
  August 30, 2013: RFP released
  September 10, 2013: short email of intent to ASTHO
  October 4, 2013: Deadline for submission of grant proposals
  October 8, 2013: Applicants are selected and contracts are executed
  October 8, 2013: Contract period commences
  February 6, 2014: Mid-project report due
  June 30, 2014: End of project period
  July 15, 2014: Final report due

- **Applicant Questions and Guidance**

For questions about this RFP, please contact:

Elizabeth Walker Romero
Senior Director, Health Improvement
Association of State and Territorial Health Officials
Phone: (571)527-3170
Email: eromero@astho.org

Julia Schneider
Director, Chronic Disease Prevention
Association of State and Territorial Health Officials
Phone: (571)527-3163
Email: jschneider@astho.org

For more information about ASTHO's Million Hearts project, go to:
http://www.astho.org/Programs/Prevention/Chronic-Disease/Million-Hearts/

- **Disclaimer Notice:**
  This request for Proposal 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 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 be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.

Appendix A

Agency Application

(Approximately 10 pages without supporting documents)

CONTACT INFORMATION
Agency Name
Street Address
City/State/Territory/Zip
Official health agency contact
Lead project contact (*agency-designated project contact for all matters pertaining to the project*): Name Email Phone
Million Heart Learning Session Dates
Please check for the following for availability of all Key Stakeholders (as defined in the proposal) and State Health Official: o **Learning Session 1A: Virtual Kick Off: October 11: 2-4pmEDT** o **Learning Session 1B: Site Visit (see below)** o **Learning Session 2 in Person in Washington DC (or other location TBD) December 12 at 12pm –December 13th at 3:30pm** o **Learning Session 3 (In State and ASTHO mentor on site): February 6th** o **Learning Session 4 (In State and ASTHO mentor on site): June 5th** **Site Visits: ASTHO will collaborate with your state agency to conduct an on-site learning session to engage stakeholders early in the process. In other projects, this process has been integral to gaining timely input and feedback. The site visit is developed in partnership with the agency and includes a 5 hour stakeholder engagement meeting and a visit with community partners at their sites to listen and learn. This may be structured depending upon the needs of the state. Please RANK YOUR TOP THREE CHOICES which site visit dates that work best for you and your team:** **____ October 15-16, 2013** **------ October 16-17, 2013** **____ October 17-18, 2013** **____October 23-24, 2013** **____ October 24-25, 2013** **____ October 28-29, 2013** **____ October 29-30, 2013** **-------November 7-8, 2013**
PROPOSED SCOPE OF PROJECTS

Which Million Hearts recommendations will you focus on? List them here. Please focus the proposal on improving blood pressure assessment and control. Efforts highlighting how public health and healthcare integration and health equity is addressed in the efforts will be given additional consideration.
In determining the response of a bidder, the following criteria will be considered: Proposed Approach – 25 points Agreement of attendance of State Health Officer and all key stakeholders to Learning Sessions- 10 points Multi-sector Partnership- 15 points Prior Experience- 10 points Organizational Capacity – 20 points Sustainability Plan- 20 points Please describe your proposed approach and include the following (NOTE: This is a Quality Improvement process, the approach identified may change over the course of the project.): • Demonstrated understanding of the issue • How you would proceed if granted the funds • Your approach to the issues, the target population for this project, the rationale for selecting this approach for the target population described, and how this project best meets your State's most pressing needs in this area. Please describe your partnerships and include: • A discussion of your partners and their potential roles and responsibilities in the project • Identified staff who will work on this project within your partner entities • Partners that represent a multi-disciplinary cross-section of entities and issues within your state, particularly related to your selected issues • Describe how you will involve at least one local health agency and any plans to include an additional local health agency (ies) as part of the team • If a partner you plan on working with is new, please detail how you plan to communicate with that partner. • Describe how you plan to disseminate learnings from your project across your state. • APPLICANTS should include letters of support that clearly state the entities' support; recognition of roles and responsibilities; and willingness to undertake the project in collaboration with the applicant Please describe your prior experience and performance and include: • Experience with public health and healthcare integration • Your familiarity in the following areas: evidence-based public health, quality improvement, and health IT • Past experience with undertaking projects with partners from other entities (if applicable) • Past or current experience with Hospital Exchange Networks

Please describe your organizational capacity for this work and include:

- The sufficiency of the financial resources and ability of the bidder to perform the Contract or provide the services.
- The commitment of the state leadership team in making this a priority.
- The ability of the bidder to represent ASTHO well in interactions with state and territorial health agency staff and other governmental, private sector and not-profit stakeholders.
- Whether you have up to date data for the health indicators that you propose to improve.

Proposed Budget:

- Budget supports activities delineated in project narrative portion of the application
- Totals can be reasonably understood from the information provided
- Overall cost is reasonable, cost-effective, allowable, and within the stated budget

NOTE: Attached is the draft contract between ASTHO and the selected applicant. Review the agreement's terms and conditions and confirm that if selected, you will enter into this agreement, or identify any proposed changes as part of your proposal submission. 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.

SUSTAINABILITY and SUCCESS

CDC and ASTHO are providing this opportunity as a means to increase capacity in state and local health agency programs and improvements in health indicators. While funding and support for this effort is intended to produce specific deliverables and results, please describe how capacity building work funded by this award will continue beyond the project period (ending June 30, 2014). Please include the range of approaches you may take (showing flexibility) and measurement plans. An approach that may be replicated is preferred.

Describe how activities of this effort will impact local health departments in your state.

BUDGET JUSTIFICATION

Contract funds may be used to support costs associated with participation in this project, including personnel, supplies, data collection, meeting expenses, and in-state travel as consistent with the project outlined in the health agency's application.

Budget Request (*use each line-item as applicable to your project*)
Personnel:
Supplies:
Data collection costs:
Meeting expenses:
In-state travel:
In-kind Contributions (please specify):
Other:

Budget request grand total (not to exceed $115,000 as a base with an additional $12,500 for each of up to two additional local health agencies up to $140,000):

APPLICATION CHECKLIST

Please ensure the following items have been completed before submitting your application:

☐ Responses have been provided for all application questions.

☐ Detailed project budget and narrative is included.

☐ Letter of support from the state health official with agreement on attendance for all learning sessions.

☐ Letters of support from other state leaders and partners with agreement on attendance for all learning sessions.

☐ Overall project leader has been identified, including name and contact information.

TRADE SECRETS/PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia/Washington, DC Freedom of Information Act; however, they must invoke the protections of this section prior to or upon submission of the data or other materials.

The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) is/are made should be stated by the offeror.

QUESTIONS CONCERNING THE RFP: Any information relative to interpretation of this shall be requested of ASTHO in writing prior to the quote submission date.

RIGHTS RESERVED: ASTHO reserves the right to reject any and/or all quotes, or to award a contract in whole or in part, if this is deemed to be in the best interest of ASTHO.

NOTE: ASTHO does not discriminate against a bidder or offer or because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal or state law relating to discrimination in employment in the performance of its procurement activity.

APPENDIX B: DRAFT AGREEMENT

This Agreement, entered into as of this 8th day of October, 2013 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 render or perform certain services to support states to utilize a Quality Improvement process to partner across sectors including clinical, community, and health IT sectors to implement best practices and evidence based policies to improve blood pressure management and support the goal of Million Hearts in connection with an undertaking or project titled "Million Hearts Learning Collaborative to Improve Blood Pressure Control," 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 Services, which is incorporated by reference and made a part of this Agreement.

2. **Term**. This Agreement shall commence on October 8, 2013 and shall continue until June 30, 2014, 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 Services.

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

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
Rose-Ella Slavin, CFO	_____
Name and Title	Name and Title
Date: _____	Date: _____

CONTRACTUAL CONTACT INFORMATION

ASTHO Contacts	**Contracting Party Contacts**
For programmatic issues Elizabeth Walker Romero Senior Director, Health Improvements Association of State and Territorial Health Officials 2231 Crystal Drive, Suite 450 Arlington, VA 22202 Email: ewalker@astho.org Phone: 571-527-3170	Name: Title: Organization: Mailing Address: City, State, Zip Code: Email: Phone:
For contract and financial issues Paul Amatie Director, Grants and Contracts Accounting Association of State and Territorial Health Officials 2231 Crystal Drive, Suite 450 Arlington, VA 22202 Email: pamatie@astho.org Phone: 571-522-2316	Name: Title: Organization: Mailing Address: City, State, Zip Code: Email: Phone:

Attachments incorporated as part of this Agreement:

X **General Terms and Conditions**

___ **Special Terms and Conditions**

X **Scope of Services**

___ **Travel Policies**

X **Debarment Certification**

X **Sub-recipient Addendum**

___ **Other: 1: <u>State Learning Collaborative to Improve Blood Pressure Control RFP; and</u>**
2: <u>State Proposal /Application (Response to RFP)</u>

GENERAL TERMS AND CONDITIONS

1. Definitions
A. *Agreement* shall mean the Master Agreement entered into between Contractor and ASTHO, including the Scope of Services, 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 Services.

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 Services 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 Services 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 the ASTHO Office of Communications.

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 insure 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 the 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 termination or expiration of the Agreement, 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 $500,000 or more in total federal awards, including this Agreement, Contractor shall be subject to audit by the federal government as provided for under OMB Circular A-133. 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 OMB Circular A-133.

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 over of all receipts realized by the Contractor as a result of such breach.

15. Allowable Costs
Allowable costs shall be determined in accordance with Office of Management and Budget Circulars A-87 A-110, A-122, and A-133 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 (currently $179,700**); and the prohibition on utilizing HHS funds in connection with federal lobbying activity funds (45 CFR Part 93) .

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 to 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.

SCOPE OF SERVICES

A. General Description of Engagement

Million Hearts is a national initiative to prevent one million heart attacks and strokes over the next five years. The Centers for Disease Control and Prevention and Centers for Medicare and Medicaid Services are the co-leaders of Million Hearts within the U.S. Department of Health and Human Services, working alongside other federal agencies including the National Institutes of Health, the Agency for Healthcare Research and Quality, and the Food and Drug Administration.

Another key partner in this fight to prevent heart attacks and strokes are the public health agencies through their leadership role to promote and improve health outcomes for their state. State health agencies play a key role in the prevention, detection, and management of heart disease and have unique opportunities to link with clinical care. For example, state health agencies can provide key population data to inform targeted initiatives, identify opportunities to address health disparities, set and report on standards of clinical care, and work across government.

ASTHO is working with our members, affiliates, and partner organizations, to translate Million Hearts into actions that health agencies can take for implementation and developing recommendations to bolster policies that support the goals of the Million Hearts Initiative.

ASTHO will pilot the recommendations with 8 states through a virtual learning collaborative model. States will be selected through an RFP process and provided grant funds to build on current needs assessments and prioritize the Million Hearts Expert Advisory Committee Recommendations, convene state and local public health and clinical practice leaders. Such actions may include some of the following strategies:

1. Use aggregated NQF18 data to improve population health outcomes by providing feedback to providers, health systems and communities;
2. Use Health Information Technology (e.g. patient lists to identify undiagnosed persons with high blood pressure; feedback reports to providers; feedback loops for self-measured blood pressure monitoring; other clinical decision supports) to manage patient panels and identify higher risk patients (racial/ethnic minorities; low socio-economic groups; low education; geographic areas with high risk patients);
3. Use self-measured blood pressure monitoring programs accompanied by clinical support;
4. Engage non-physician team members (e.g. nurses, pharmacists, patient navigators) in hypertension management in health care systems;
5. Implement policy or systems in health care settings that encourage a multi-disciplinary approach to blood pressure control;
6. Expand the role of clinical team members to include a focus on population or panel management.

States will be expected to participate in the learning collaborative with their fellow grantee States through in-person meetings, calls, webinars and a secure on-line information exchange site with peers. Participation in this learning collaborative is a required component of this project to assure cross state learning. This includes a presentation(s) to other states and stakeholders on systems and best practices as well as interactions with other states to share how to overcome barriers and challenges as well as share successes.

B. Textual Description of Key Tasks

Contractor will be responsible for completing activities described in its proposal; and in addition will:

- Identify a target population of individuals with diagnosed and undiagnosed hypertensives.
- Address at least 2 recommendation areas through projects and develop goals, objectives and outcomes for each program area regardless of the number of projects being implemented.
- In each of the two areas of focus grantee, identify actions aimed to improve collaboration between public health and clinical care providers and address health equity.
- Develop a state profile, aim statement, logic model, and draft performance measures.
- Submit tools and resources used or developed during the project.
- Complete needs assessment and goals and measure (template will be provided by ASTHO)
- Submit mid and final project reports.
- Attend in-person kick off meeting, in state closing meeting, participate in monthly webinars and conference calls. States must have capacity to participate in virtual meetings through webcam or other devise. The State Health Official must attend the 3-4 on-site meetings, in person convening.
- Share experiences/best practices with agency staff and leadership, as well as project staff from ASTHO. Information will also be distributed to the funder and national partners as appropriate.
- Provide feedback and suggestions on project activities as requested via questionnaires and/or interviews with ASTHO staff.
- Participate in promotion of learning's and results to other states and stakeholders.
- Link projects to the agency's quality improvement plan, state health improvement plan, and/or strategic plan.
- Link project to Coordinated Chronic Disease program, State Innovation Models Initiative or other health system partnership efforts.
- Link and document projects to evidence-based recommendations from The Guide to Community Preventive Services and the US Preventative Services as appropriate.

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

TASK	DELIVERABLE	DUE DATE
1	Applicants apply through RFP process; states selected and contracts are executed.	October 8, 2013
2	Learning Session 1A: Virtual Kick Off and Needs Assessment Started	October 11, 2013

3	Learning Session 1B: On site state stakeholder convening	October – November 2013
4	Learning Session 2: Project goals are refined and **in-person** kickoff training is held in Washington, DC.	December 12-13, 2013
5	Monthly, alternating conference calls and webinars, and site visits begin and continue through June 2014.	January – June 2014
6	Learning Session 3: Mid-term presentation, sharing of tools and resources, and report through onsite meeting.	February 6, 2014
7	Learning Session 4: Project wrap-up and closing meeting through onsite meeting.	June 5, 2014

D. <u>Compensation and Reporting Requirements</u>

Contractor shall be compensated on a cost reimbursement basis according to the financial budget prepared by Contractor, approved by ASTHO, and attached to this Agreement. The total reimbursable amount may not exceed $_____. Reallocations of less than 10% of a line item or $5,000 between budgeted line items are allowed but the ASTHO programmatic and financial contacts must be notified within thirty days. Reallocations of more than these amounts may be allowed but must be approved in advance by ASTHO. All incurred costs must be reasonable and conform to any provision of this Agreement regarding Allowable Costs.

Per Section 9 of the General Terms and Conditions, subcontractors require prior written consent of the ASTHO. Approval of the attached budget does not constitute this consent. Once a subcontractor has been determined, the Contractor must request written approval from ASTHO to subcontract. Use of subcontractors does not relieve Contractor of its obligations under this Agreement, and Contractor shall at all times remain responsible for the performance of, and payment for work performed by, its Subcontractors. Contractor shall enter into a written subcontract with each of its Subcontractors that (a) makes the terms and conditions of this Agreement binding on the Subcontractor to the same extent such provisions are binding on the Contractor, and (b) states that the Subcontractor is without privity of contract to ASTHO and by entering into the subcontract the Subcontractor does not acquire any rights against ASTHO

Contractor must submit invoices to the program contact listed on page two of this agreement to receive payment. Contractor shall render an invoice to ASTHO on a monthly basis. A narrative report describing activities conducted during the period must accompany each invoice. Upon Contractor's presentation of an invoice, ASTHO will review the invoice and pay Contractor for work that has been judged acceptable for any approved invoice. The invoice must detail current period expenditures and cumulative expenditures versus the approved budget. Payment of the final invoice will not be made until all work has been completed and has been judged acceptable by ASTHO.

A mid-year and final report (templates to be provided later) are required. The final report must be submitted by July 15, 2014.

The Contractor shall return to ASTHO all overpayments, such as those due to actual rates or costs being less than estimated or provisional rates, or due to any other cause, in a timely and prompt manner.

E. Key Personnel

The active participation of the following personnel as identified in the attached proposal is a material condition of this agreement:

1. State or Local Health Agency Lead as identified by state health official, such as a Chronic Disease Director
2. Public or private health plans
3. Local health department(s)
4. Health IT expertise
5. Regional partners such as a health system, hospital service area or ACO
6. Provider/Community level practitioner
7. Performance Improvement Manager
8. Health Equity/Diversity Expertise

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 "Subrecipient" as that term is defined in OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* imposes additional disclosure and reporting requirements on both ASTHO and the Contractor.

1. General Information:

A) CFDA Title: Centers for Disease Control and Prevention - Investigations and Technical Assistance
B) CFDA Number: 93.283
C) DUNS Number:_____ (Contractor to complete)

D) NAICS Code: _____ (Contractor to complete)

E) Award Name:
F) Award Number:
G) Award Year:
H) Federal Agency Name:

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 Circulars A-87 A-110, A-122, and A-133; 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 Central Contractor Registry (CCR) registration.

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 Single Audit and OMB Circular A-133 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; <u>and</u> (b) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, 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:
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____