

**MASTER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO
AND THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

Work Order No. 18

PREAMBLE

Upon execution by The University of Texas at San Antonio (the “University”) and the City of San Antonio (the “City”), the Research Project specified herein shall be awarded and performed in accordance with the Master Interlocal Agreement Between the City of San Antonio and the University of Texas at San Antonio for Research and Technical Assistance Agreement (the “Master Agreement”), which was executed previously with an Effective Date of December 6, 2021, and which is incorporated herein in its entirety. The Work Order is specified as follows:

SPECIFICATIONS

1.1	Project Title:	CDC Infrastructure Grant Evaluation	
1.2	Period of Performance:	Begins on 7/1/2023	Ends on 3/31/2024
1.3	Total Funding:	\$75,000	
1.4	The Parties agree to work together in the performance of the Project to be conducted by the University in accordance with the Scope of Work included under this Work Order.		
1.5	The Project will involve the participation of students:		
	<input checked="" type="checkbox"/> Yes, student workers are research team members <input type="checkbox"/> No, not applicable		
1.6	University Research Team Members		
	Principal Investigator (PI)/ Project Lead		
	Name:	Erica Sosa	
	Title:	Associate Dean for Research	
	Phone Number:	210-458-5053	
	Email Address:	Erica.sosa@utsa.edu	
	Mailing Address:	UTSA College for Health, Community & Policy, One UTSA Circle, San Antonio TX 78249	
	Other team members include, researchers, students, and/or appointees who will substantially participate in the Project on behalf of the University:		

	Team Member 1:	
	Name:	Click or tap here to enter text.
	Title:	Click or tap here to enter text.
	Team Member 2:	
	Name:	Click or tap here to enter text.
	Title:	Click or tap here to enter text.
	Team Member 3:	
	Name:	Click or tap here to enter text.
	Title:	Click or tap here to enter text.
	Team Member 4:	
	Name:	Click or tap here to enter text.
	Title:	Click or tap here to enter text.
1.7	City's Designated Representative:	
	Name:	Patricia Kittle
	Title:	Public Health Administrator
	Phone Number:	210-207-7052
	Email Address:	Patricia.kittle@sanantonio.gov
	Mailing Address:	City Tower, 14th floor, 100 W. Houston, San Antonio, TX 78205
	City's Designated Representative:	
	Name:	Mario Martinez
	Title:	Assistant Director Click or tap here to enter text.
	Phone Number:	210-207-8757
Email Address:	Mario.martinez@sanantonio.gov	

	Mailing Address:	City Tower, 14 th floor, 100 W. Houston, San Antonio, TX 78205
1.8	This Project will require access to Background Intellectual Property:	
	City Background Intellectual Property <input type="checkbox"/> Yes, and details are provided in Exhibit A-1 and Exhibit B, as appropriate <input checked="" type="checkbox"/> No, not applicable	University Background Intellectual Property <input type="checkbox"/> Yes, and details are provided in Exhibit A-1 and Exhibit B, as appropriate <input checked="" type="checkbox"/> No, not applicable
1.9	The Project will require access to data:	
	City data <input type="checkbox"/> Yes, data involving individuals, and details are provided in Exhibit A-1 <input type="checkbox"/> Personally identifiable information <input type="checkbox"/> De-identified information <input checked="" type="checkbox"/> Yes, other type of data, and details are provided in Exhibit A-1 <input type="checkbox"/> No, not applicable	University data <input type="checkbox"/> Yes, data involving individuals, and details are provided in Exhibit A-1 <input type="checkbox"/> Personally identifiable information <input type="checkbox"/> De-identified information <input type="checkbox"/> Yes, other type of data, and details are provided in Exhibit A-1 <input checked="" type="checkbox"/> No, not applicable
1.10	The University will retain title to all equipment purchased and/or fabricated with funds provided under this Work Order:	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1.11	The Project has a high likelihood of producing a patentable and/or commercially viable opportunity:	
	<input type="checkbox"/> Yes, and Additional Terms and Conditions are attached <input checked="" type="checkbox"/> No	
1.12	The following documents are attached and incorporated into this Work Order:	
	a. Scope of Work, Exhibit A-1 b. Budget, Exhibit A-2 c. Identification of Background Intellectual Property, Exhibit B d. <input checked="" type="checkbox"/> Additional Terms and Conditions, Exhibit C, if checked	

(Signatures on next page)

The Parties hereby execute this Work Order in accordance with the terms of the Master Agreement.

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

Principal Investigator Acknowledgement:

I have read the Master Agreement and this Work Order, and that understand my obligations hereunder:

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF SAN ANTONIO

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

Assistant City Attorney

Exhibit A-1

Work Order No. 18

SCOPE OF WORK

Project Title:	CDC Infrastructure Grant Evaluation
Description of Project:	<i>[Background, purpose, research question(s) to be answered]</i>
The San Antonio Metropolitan Health District (Metro Health) was awarded a CDC Public Health Infrastructure grant in November 2022. This grant requires a project evaluation. Metro Health will focus the evaluation on strengthening the Metro Health workforce. The funding for evaluation is available through March 31, 2024.	

STATEMENT OF WORK

Activities to be performed by the University:
<ul style="list-style-type: none">The University will conduct an evaluation and provide recommendations to Metro Health on needed improvements to strengthen the department's workforce. The recommended strategies will include: 1. Enhancing staff retention (shaping Metro Health's workforce culture), 2. Supporting and training new/existing staff (shaping Metro Health's workforce camaraderie), and 3. Strengthening workforce knowledge, skills and abilities needed for accreditation, especially in performance management, equity, and informatics (shaping Metro Health's workforce competencies).
Required activities include: <ul style="list-style-type: none">Participate in monthly meetings with Metro Health. Metro Health will coordinate with the University if more frequent meetings are needed.Conduct research and provide a summary report of effective strategies/best practices to strengthen the public health workforce (August 31, 2023).Conduct an evaluation of current Metro Health initiatives and activities regarding staff retention, trainings, and strengthening workforce knowledge, skills and abilities needed for accreditation, especially in performance management, equity, and informatics.Provide monthly progress reports, beginning August 2023, with a final draft report due March 15, 2024. The report will include recommendations for each of the three strategies to advise the department on needed improvements to strengthen the department's workforce. The report will incorporate the research findings/summary of effective strategies/best practices to strengthen the public health workforce.Provide a final report by March 31, 2024, after Metro Health reviews the draft report.
Project Deliverables - The University will complete and submit the following deliverables: <i>[If the Project requires a different type of table or metrics, please update this section as needed]</i>

Deliverables/Milestones	Due Date*
Participate in monthly meetings with Metro Health. Metro Health will coordinate with the University if more frequent meetings are needed.	Monthly
Conduct research and provide a summary report of effective strategies to strengthen the public health workforce.	August 31, 2023
Provide monthly progress reports by the 5th day of the following month.	5th of every month, beginning August 5, 2023
Analyze Metro Health's 2023 Check-In Survey results and compare to the 2022 results	TBD
Provide a final draft report with recommendations for each of the three strategies to advise department on needed improvements to strengthen the department's workforce. The report will incorporate the research findings/summary of effective strategies/best practices to strengthen the public health workforce.	March 15, 2024
Provide a final report after Metro Health reviews the draft report.	March 31, 2024
*Due dates are subject to adjustment upon mutual agreement. This includes adjustments due to delays with the delivery of data needed for the performance of the project. Changes to Period of Performance, as identified in Specifications, Section 1.2, must be made by written amendment and executed by both the City and the University.	

City Data Necessary for Project: (Include section if applicable, otherwise remove) [See Article 14 of the Agreement]	
a. Data description, including identification of Data Owner:	FY23 City of San Antonio Employee Engagement Survey- results for Metro Health (owner: City of San Antonio), FY22/FY23 Metro Health Employee Check-In Surveys (owner: Metro Health), 2021 Public Health Workforce Interest & Needs Survey (owner: Metro Health), and 2023-2024 Metro Health New Hire Orientation Pre/Post Surveys (owner: Metro Health)
b. Data classification:	Open and Confidential Data
c. Agreed method of transmission/specific transfer requirements:	Open Data: Email for one-time sharing and SharePoint (CoSA-hosted) for recurrent sharing. Confidential Information: Encrypted email and encrypted attachments for one-time sharing.
d. Confidentiality requirements or security protocols:	Metro Health will encrypt any confidential data and share decryption key(s) with Dr. Erica Sosa. Dr. Sosa shall place safeguards to not allow automatic dissemination of this confidential data.
e. Storage requirements:	Dr. Erica Sosa and her team will store all received confidential information in a secure manner and will utilize the acceptable level of security and encryption in

	accordance with the MASTER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND THE UNIVERSITY OF TEXAS AT SAN ANTONIO FOR RESEARCH AND TECHNICAL ASSISTANCE. Dr. Sosa and her team will utilize internal controls to comply with and prevent unauthorized access to the information system or database storing the confidential information.
f. Data destruction requirements:	Dr. Erica Sosa and her team will promptly and properly destroy all shared data and confidential information. Dr. Sosa will provide a certificate of destruction (if requested by Metro Health) upon expiration or termination of the Work Order.
g. Expected date of delivery:	July 1, 2023 thru September 30, 2023

[Attach additional pages as necessary.]

Exhibit A-2

Work Order No. 18

BUDGET

Budget for this Project shall not exceed \$75,000.

[Budget categories to be removed/added as needed]

Period of Performance:	July 1, 2023 to March 31, 2024
Budget Category	Amount
Total Direct Costs*:	Click or tap here to enter text.
Personnel	Click or tap here to enter text.
Progress Report (due August 31, 2023)	\$37,500
Final Evaluation Report (due March 31, 2024)	\$37,500
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Total Indirect Costs**:	Click or tap here to enter text.
Total Cost Estimate:	\$75,000

*Direct Costs (e.g., salary, fringe benefits, project-specific equipment, consultants, subcontracts, and materials and supplies) can be identified specifically with a particular final cost objective or can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs.

**Indirect (Facilities and Administrative – F&A) Costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted. These costs include building depreciation, general purpose equipment and capital improvement, utilities, custodial services, general administration, research administration, the libraries, accounting, and purchasing.

INVOICING INSTRUCTIONS:

The University will submit invoices in accordance with the terms of the Master Agreement. Invoices will be submitted to the City via email to following email address: Accounts.Payable@sanantonio.gov

☒ A copy of the invoice should be sent to the following address:

The City of San Antonio
Attn.: Patricia Kittle
Department: San Antonio Metropolitan Health District
Address: patricia.kittle@sanantonio.gov

☒ An additional copy of the invoice is not needed.

For statements and inquiries, please contact apteam@sanantonio.gov or 210-207-2064.

EXHIBIT B

IDENTIFICATION OF BACKGROUND INTELLECTUAL PROPERTY

Work Order No. [Click or tap here to enter text.](#)

[Include with Work Order if applicable]

The University asserts that the following identifies the Background Intellectual Property (“BIP”) developed by the University researchers, and restrictions that exist on the rights of the entity owning or controlling the BIP to use, release, or disclose the BIP.

UNIVERSITY	
Background IP * and party owning or controlling that BIP	Restrictions on BIP** (If restrictions exist, describe nature of restrictions and third party that holds the rights thereto.) (If no restrictions exist, state “none”)
Click or tap here to enter text.	Click or tap here to enter text.

The City asserts that the following identifies the Background Intellectual Property (“BIP”) developed by the City or agents and restrictions that exist on the rights of the entity owning or controlling the BIP to use, release, or disclose the BIP.

CITY	
Background IP * and party owning or controlling that BIP	Restrictions on BIP** (If restrictions exist, describe nature of restrictions and third party that holds the rights thereto.) (If no restrictions exist, state “none”)
All data and information collected and reported for the purpose of this agreement.	None

*“Background IP” is defined in Section 12.1 of the Master Agreement.

**Restrictions on BIP may include licenses granted by the owner of the BIP or contractual arrangements that allow the Sponsor rights to review publications or to negotiate a license. Indicate whether development was funded either exclusively or partially by a government or non-government source and list the source. Enter any reason that owner’s ability to grant licenses in the BIP could be restricted. Identify basis of restriction (e.g., rights from a pre-existing agreement, rights in data generated under another contract, limited purpose rights under this or a prior contract, or specifically negotiated licenses).

Exhibit C

DEFINITIONS

"Project or Program" shall mean the general scope of services of this Agreement as well as the overall objectives and goal of the City's Strengthening U.S. Public Health Infrastructure, Workforce and Data System grant.

"Strengthening U.S. Public Health Infrastructure, Workforce and Data System grant" shall mean the U.S. Department of Health and Human Services' (HHS), Centers for Disease Control and Prevention Grant (CDC Grant) which provides funding for this Agreement (FAIN: NE11OE000068, Assistance Listing Number 93.967).

GRANT FUNDING

CONTRACTOR further agrees and understands that during the period of July 1, 2023 through March 31, 2024, the City expects to pay obligations of this Agreement from CDC Grant funding. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor CONTRACTOR will have any further obligations hereunder. Lack of funding is not and will not be considered a breach of this Agreement. CONTRACTOR agrees to provide any and all documentation required for inclusion in any report required by the CDC Grant Program or funding agency and comply with the terms and conditions set out herein for all purposes. CONTRACTOR will comply with all rules, regulations, policies and procedures applicable to these funds. In the event of a conflict between CDC Grant requirements and other terms in this Agreement, CDC Grant requirements shall control.

AUDIT

If CONTRACTOR expends \$750,000.00 or more of funds provided under this Agreement, or cumulative funds provided by or through City, then during the term of this Agreement, CONTRACTOR shall have completed an independent audit of its financial statements performed within a period not to exceed one hundred twenty (120) days immediately succeeding the end of CONTRACTOR's fiscal year, expiration or early termination of this Agreement, whichever is earlier. CONTRACTOR understands and agrees to furnish Metro Health a copy of the audit report within a period not to exceed twenty (20) days upon receipt of the report. In addition to the report, a copy of the corrective action plan, summary schedule of prior audit findings, management letter and/or conduct of audit letter are to be submitted to Metro Health by CONTRACTOR within twenty (20) days upon receipt of said report or upon submission of said corrective action plan to the auditor.

CONTRACTOR agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from CONTRACTOR's Single Audit. Reimbursement shall be made within 20 calendar days of written notification regarding the need for reimbursement.

CONTRACTOR agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of CONTRACTOR or its programs of any findings about accounting deficiencies, or violations of CONTRACTOR's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to Metro Health within a period of ten (10) business days upon CONTRACTOR's receipt of the report.

If CONTRACTOR expends less than \$750,000.00 of funds provided by or through the City, then during the term of this Agreement, the CONTRACTOR shall complete and submit an unaudited financial statement(s) within a period not to exceed ninety (90) days immediately succeeding the end of CONTRACTOR's fiscal year or termination of this Agreement, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by CONTRACTOR attesting to the correctness of said financial statement.

All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each program funded by or through the City.

The City reserves the right to conduct or cause to be conducted an audit or review of all funds received under this Agreement at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, CONTRACTOR agrees to make available to City all accounting and Project records. CONTRACTOR acknowledges that this provision shall not limit the City from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the City's attention which are other than routine.

CONTRACTOR shall during normal business hours make available to City and/or the applicable state or federal governing agency or any other auditing entity, the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such agreement has not been accepted, then CONTRACTOR shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by CONTRACTOR in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

The City may, in its sole and absolute discretion, require CONTRACTOR to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and CONTRACTOR shall abide by such requirements.

When an audit or examination determines that CONTRACTOR has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, CONTRACTOR shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, CONTRACTOR will immediately refund such amount to the City no later than ten (10) business days from the date of notification of such disapproval or disallowance by the City. At its sole option, Metro Health may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, CONTRACTOR shall provide to City a full refund of such amount no later than ten (10) business days from the date of notification of such disapproval or disallowance by the City. If CONTRACTOR is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by check, cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, CONTRACTOR is forbidden from reducing Project expenditures and CONTRACTOR must use its own funds to maintain the Project.

CONTRACTOR agrees and understands that all expenses, fees, fines and penalties associated with the collection of delinquent debts owed by CONTRACTOR shall be the sole responsibility of CONTRACTOR and shall not be paid from any Project funds received by CONTRACTOR under this Agreement.

If the City determines, in its sole discretion, that CONTRACTOR is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have CONTRACTOR pay for such audit from non-City resources.

ADMINISTRATION OF AGREEMENT AND RESTRICTIONS ON USE OF FUNDS

CONTRACTOR agrees to comply with all applicable terms and conditions consistent with the City's CDC Grant.

In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of Metro Health, as representatives of the City and the Parties ultimately responsible for all matters of compliance with the CDC Grant funding and City rules and regulations, shall have the final authority to render or secure an interpretation.

CONTRACTOR shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Director of Metro Health.

Unless otherwise stated herein, within a period not to exceed thirty (30) calendar days after the expiration, or early termination, date of the Agreement, CONTRACTOR shall submit all required deliverables to City. CONTRACTOR understands and agrees that in conjunction with the submission of the final report, CONTRACTOR shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

CONTRACTOR shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §75, as applicable, whichever is longer. Notwithstanding the foregoing, CONTRACTOR shall maintain all Agreement and related documents for no less than three (3) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the three (3) year period, CONTRACTOR agrees to maintain the records until the end of the audit, litigation, or other action is completed, whichever is later.

CONTRACTOR shall make available to City, the State, funding agency or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to CONTRACTOR's facility and to CONTRACTOR's personnel for the purpose of interview and discussion related to such documents. CONTRACTOR shall, upon request, transfer certain records to the custody of City or the State, or funding agency when City, or State or funding agency determines that the records possess long-term retention value.

Metro Health is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general, state or federal funds, including the Project covered by this Agreement. Therefore, CONTRACTOR agrees to permit City and/or State and/or the federal funding agency to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess CONTRACTOR's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by Metro Health, CONTRACTOR shall furnish to Metro Health and the grantor of the funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by Metro Health and shall permit the City and grantor of the funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. CONTRACTOR agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the CONTRACTOR of any liability to the City for failure to comply with the terms of the Project or the terms of this Agreement.

City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to CONTRACTOR, or CONTRACTOR subcontractor, sites when it is determined that such unannounced visits are in the interest of effective program management and service delivery.

City agrees that it will present the findings of any such review to CONTRACTOR in a timely manner and will attempt to convey information of Program strengths and weaknesses and assist with Program improvement.

Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by Metro Health shall be submitted by CONTRACTOR to City within five (5) working days of the request. The Parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that CONTRACTOR fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to CONTRACTOR until such reports are delivered to City. Furthermore, CONTRACTOR ensures that all information contained in all required reports or information submitted to City is accurate.

Prohibited Political Activity. CONTRACTOR agrees that no funds provided from or through the City shall be contributed or used to conduct political activities for the benefit of any candidate for elective public office, political party, organization or cause, whether partisan or non-partisan, nor shall the personnel involved in the administration of the Project provided for in this Agreement be assigned to work for or on behalf of any partisan or non-partisan political activity.

CONTRACTOR agrees that no funds provided under this Agreement may be used in any way to attempt to influence, in any manner, a member of Congress or any other State or local elected or appointed official.

The prohibitions set forth above include, but are not limited to, the following:

- (A) an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation;
- (B) working or directing other personnel to work on any political activity during time paid for with City funds, including, but not limited to activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature;
- (C) coercing personnel, whether directly or indirectly, to work on political activities on their personal time, including activities such as taking part in voter registration drives, voter transportation activities, lobbying, collecting contributions, making speeches, organizing or assisting at meetings or rallies, or distributing political literature; and
- (D) using facilities or equipment paid for, in whole or in part with City funds for political purposes including physical facilities such as office space, office equipment or supplies, such as telephones, computers, fax machines, during and after regular business hours.

To ensure that the above policies are complied with, CONTRACTOR shall provide every member of its personnel paid out of Agreement funds with a statement provided by CONTRACTOR of the above prohibitions and have each said individual sign a statement acknowledging receipt of the policy. Such statement shall include a paragraph that directs any staff person who has knowledge of violations or feels that he or she has been pressured to violate the above policies to call and report the same to Metro Health. CONTRACTOR shall list the name and number of a contact person from Metro Health on the statement that CONTRACTOR's personnel can call to report said violations.

CONTRACTOR agrees that in any instance where an investigation of the above is ongoing or has been confirmed, reimbursements paid to CONTRACTOR under this Agreement may, at the City's discretion, be withheld until the situation is resolved, or the appropriate member of CONTRACTOR's personnel is terminated.

The above shall not be construed to prohibit any person from exercising his or her right to express his or her opinion or to limit any individual's right to vote. Further, CONTRACTOR and staff members are not prohibited from participating in political activities on their own volition, if done during time not paid for with Agreement funds.

Adversarial proceedings. Except in circumstances where the following is in conflict with federal law or regulations pertaining to these funds, CONTRACTOR agrees to comply with the following special provisions,

- (A) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
- (B) CONTRACTOR, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the City remains unresolved.

COMPLIANCE

CONTRACTOR shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations including, as applicable, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations/policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number OE22-2203, entitled Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems , and application dated August 15, 2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA), grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), available at: <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgpsl07.pdf>, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards at 45 C.F.R. Part 75, requirements imposed by-program statutes and regulations, Executive Orders-and HHS grant administration regulations, as applicable; and any requirements or limitations in any applicable appropriations acts.

CONTRACTOR acknowledges that funds for this Agreement are provided by a federal entity. As such, CONTRACTOR agrees to comply with applicable terms and conditions associated with said funds as directed by the federal entity, City or as required in this Agreement, including but not limited to: 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards incorporated herein by reference. CONTRACTOR must adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to CONTRACTOR hereunder originated. CONTRACTOR agrees to comply with all terms and conditions associated with said funds as directed by the funding agency, City and as required in this Agreement to include provisions and certifications set out below:

a. Clean Air Act and the Federal Water Pollution Control Act

CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. CONTRACTOR agrees to report each violation to City and understands that City will, in turn, report each violation as required to the federal agency providing funds for this Agreement and the appropriate EPA Regional Office. CONTRACTOR agrees to include these requirements in each subcontract to this Agreement exceeding \$150,000 financed in whole or in part with federal funds.

b. Debarment and Suspension

CONTRACTOR is required to verify that neither the CONTRACTOR nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The CONTRACTOR is required to comply with 2 CFR Part 180, Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transaction it enters into.

By signing this Agreement, CONTRACTOR certifies that:

Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program; and

CONTRACTOR shall provide immediate written notice to City if, at any time during the term of this Agreement, including any renewals hereof. CONTRACTOR learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. CONTRACTOR agrees to comply with the requirements of 2

CFR Part 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this Agreement CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

c. Procurement of Recovered Materials

CONTRACTOR and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. CONTRACTOR agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, 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. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Wanda G. Tucker, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
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Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).