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Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

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The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

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38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

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**ALABAMA DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH EQUITY AND MINORITY HEALTH**

**REQUEST FOR PROPOSALS (RFP)
FOR
2025 MENTAL HEALTH TRAINING OPPORTUNITY**

Release Date: April 30, 2024

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OVERVIEW AND PURPOSE

The Alabama Department of Public Health (ADPH), Office of Health Equity and Minority Health (OHEMH), is seeking applications to provide comprehensive training on Mental Health to ADPH staff, community members, and educational institutions, specifically historically black colleges (HBCU) on mental health topics within our grant initiatives. The program's objective is to provide the Train-the-Trainer model, this will allow employees and community members to take these resources into offices and communities to assist with educating and training others on mental health. Mental health training will provide the skills needed to reach out and provide initial help and support to someone who may be developing a mental health problem or actively experiencing a crisis.

ELIGIBLE APPLICANTS

To qualify for funding, organizations must submit a proposal based on the established guidelines. To qualify you must:

- # Have an active Unique Entity Identifier (UEI) from SAM.gov.
- # Be registered and in "Active" status in the State of Alabama Accounting and Resource System (<https://procurement.staars.alabama.gov>)
- # Be able to enter a contract with ADPH
- # Have previous experiences with public health entities
- # Have a four-year bachelor's degree in Psychology, Human Services, Behavioral or Social Science track, master's degree preferred
- # Have a licensed associate professional counselor (LAPC) licensure and be able to practice counseling in Alabama
- # Be a certified psychiatric rehabilitation practitioner (CPRP)
- # Be registered as a clinical counselor (APCC) or National Certified Counselor (NCC)
- # Be a Mental Health First Aid trainer with at least three years of experience.
- # Be willing to travel across Alabama to perform activities
- # Registered supplier in Alabama Buys

FUNDING AVAILABLE

Funding for this opportunity will be provided with federal dollars from the ADPH Office of Health Equity and Minority Health. The anticipated funding period is May1, 2025- November 30, 2025. Up to \$100,000 is available to fund this contract. Recipients are obligated to cover any additional cost exceeding the maximum award cost of the contract. The contract will be awarded on a competitive basis. The awardee will enter into a contract agreement with ADPH. All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices.

PROJECT DESCRIPTION

The ADPH Office of Health Equity and Minority Health (OHEMH) seeks to provide mental health training to ADPH employees to help the community, themselves, and the people within their work environment. This ranges from coworkers, building personnel, and the public. This entity will provide a minimum of 2 trainings per district throughout the state for a total of 16 trainings

This RFP seeks the following outcomes: 1) To increase the mental health proficiency of public health employees, HBCUs, and communities to best address mental health emergencies. 2) To equip a limited selection of staff with the ability to continue training future public health employees and communities across Alabama when called upon.

SCOPE OF WORK/REQUIRED ACTIVITIES

Upon receiving an award, the awardee will be required to complete the following activities:

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1. Develop a detailed timeline for at least two in-person Mental Health First Aid and mental health-specific trainings per eight public health districts.
2. Train at minimum 50 individuals to become Trainers in Mental Health First Aid
3. Meetings to discuss interventions to help students who face mental health challenges
4. Monthly meetings with the partnered HBCUs students, with a minimum of 2 mandatory in-person meetings per HBCU during the project period.
5. Participate in site visits with ADPH staff.
6. Participate in monthly meetings with ADPH OHEMH.
7. Provide copies of all paid invoices for reimbursement to the ADPH OHEMH by the deadline identified in the contract document.
8. Submit quarterly reports to ADPH OHEMH.

Awardee will:

1. Submit all paid invoices for reimbursement by the required deadline, December 31, 2025.
2. Provide quarterly reports to ADPH OHEMH
3. Accept monthly meetings with ADPH OHEMH
4. Accept routine site visits by ADPH staff
5. Provide progress reports and/or other documents as requested by ADPH OHEMH

EVALAUTION & REPORTING

Programs will be monitored and evaluated by:

- Number of participants in mental health-specific trainings.
- Number of individuals trained as trainers of Mental Health First Aid in Alabama
- Number of mental health meetings/presentations at HBCUs.
- Number of student participants in meetings/presentations at HBCUs
- Post evaluations of all trainings.

Progress reports will be due on the 15th day of each month for the preceding month. They will include descriptions of activities and outcomes. Sign-in sheets for all events and presentations must be included with these reports. News clippings, press releases, and products developed should also be included in the monthly progress report to best demonstrate accomplishments and facilitate the sharing of best practices.

CONTRACT TERMS & CONDITIONS

State of Alabama laws, rules, and regulations specifically govern the format and requirements of contracts between state agencies and awarded respondents. A pro forma contract and business associate agreement (BAA) is included as Attachment A. If awarded, respondent agrees to include and meet all State of Alabama required clauses in the contract and BAA, if required. Contract open from the date of the Governor signature until November 30, 2025.

BUDGET

Proposals should include detailed budgets with justifications outlining proposed costs to complete the tasks described in the project scope of work and required activities. Budget proposals should not exceed \$100,000 per year.

*A sample budget template has been provided.

PROPOSAL FORMAT

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Follow this outline when presenting the proposal information. The proposal must be submitted in the following format:

- 1-inch margins.
- 12-point Times New Roman, Arial, or Calibri font.
- Typed and double-spaced (except for the application cover page, organizational chart, work plan, and budget).
- The application cover page must be submitted.
- The work plan must be submitted using a work plan template.
- The budget must be submitted using the budget template in Attachment A.
- State of Alabama laws, rules, and regulations specifically govern the format and requirements of contracts between state agencies and awarded respondents. A pro forma contract is included in Attachment B.

If awarded, the respondent agrees to include and meet all State of Alabama required clauses in the contract, if required.

Section 1: Application Cover Page and Required Forms

Identify the applicant/organization name, director, phone number, and address.

- o UEI Number, zip code + 4 code, Federal Tax Identification Number, or Employer Identification Number.
- o Amount of funding and amount of match (if applicable).
- o Identify the primary contact person, title, phone number, and email address.
- o Include the name and signature of the applicant's organizational representative authorized to submit a proposal or sign a contract.
- o Required forms:
 - # Certificate of Compliance with the Beason-Hammon Alabama Taxpayers and Citizen Protecting Act.
 - # Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement.
 - # Form W-9.
 - # State of Alabama Disclosure Statement.
 - # Unique Entity Identifier printout from SAM.gov.

Section 2: Organizational Structure and Capabilities

Describe your agency's mission, services, target population, administration, and operational structure within which the project will function. Identify the project coordinator. Attach resumes and job description(s), which indicate the qualifications and experience of any key staff member. Also, describe:

- o Technical expertise of the project coordinator, including experience with mental health, counseling, rehabilitation, public speaking, and media activities.
- o Impact of your organization's programs, if any.
- o Results of independent audits and date of last audit.

Section 3: Project Implementation/Work Plan

Describe in detail how your organization will complete the required activities for this request for proposal (RFP). Include hours of work for each activity, a work plan to outline project implementation, and the methods and resources to complete each activity.

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Section 4: Budget (use the template provided in Attachment A)

Provide a budget narrative that provides a detailed justification of how each line item supports the project as outlined in the budget summary. Use the budget template in Attachment A to prepare your budget.

The funds may be used for:

- # Salary.
- # Fringe benefits.
- # Travel for required meetings, training, and events in Alabama.
- # Postage and printing.
- # Office and activity supplies.

The funds may not be used for:

- # Not to be used for clinical care
- # Not to be used for research
- # Not to be used for food purchases
- # Not to be used for furniture or equipment unless pre-approved
- # Not to be used for purchasing television, radio, or other media unless pre-approved
- # Any purchases of a single item over \$499.99.
- # Out-of-state travel expenses, unless pre-approved by ADPH.

Section 5: Evaluation

Describe your understanding of the reporting requirements outlined in the “Evaluation and Reporting” section of this RFP, how the data for those requirements will be obtained, and who will be responsible for gathering and submitting the data.

PROPOSAL SUBMISSION

Applications must be received by 5:00 PM CST on May 23, 2025. All applications received after this date will not be accepted. Applications must be submitted electronically (emailed).

Email: Latisha.Kennebrew@adph.state.al.us

Discussions may be conducted with respondents who submit proposals determined to be reasonably sufficient for being selected for award, but proposals may be accepted without such discussions. If additional information or discussions are needed with any respondent, the respondent(s) will be notified.

Questions may be submitted by May 9, 2025. OHEMH will respond to questions by May 16, 2025, with an Amendment in STAARS. Proposals may be accepted without such discussions. If additional information or discussions are needed with any respondent, the respondent(s) will be notified.

PROPOSAL EVALUATION

The ADPH Office of Health Equity and Minority Health will select a panel of our peers to evaluate all proposals based on the following criteria and grading scale:

1. Technical expertise and experience. (20 points)
2. Previous work completed with government agencies. (15 points)

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3. Proposed Work Plan. (25 points)
4. Ability to provide qualified staff who meet contract requirements. (20 points)
5. Cost: Proposal will be evaluated on the cost of the service(s) based on the work to be performed following the project's scope. (20 points)

Award will go to the proposal that conforms to the solicitation and is the most advantageous to the State, taking into consideration price and evaluation factors.

CONTACT INFORMATION AND TECHNICAL ASSISTANCE

Should technical assistance regarding RFP be needed, please contact:

Latisha Kennebrew
 Director
 Alabama Department of Public Health
 Office of Health Equity and Minority Health
 201 Monroe Street Suite 1040
 Montgomery, AL 36104
Latisha.Kennebrew@adph.state.al.us

Link to Public Health District Map:

<https://www.alabamapublichealth.gov/blog/assets/publichealthdistrictsmap.pdf>

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Contractor/Grantee Name

CDC Health Disparities Grant

PROJECT BUDGET

Salary:

Item 1:

Item 2:

Total Salary	\$ -
Justification of Salary:	

Fringe:

Item 1:

Item 2:

Total Fringe	\$ -
Justification of Fringe:	

Consultant Costs:

Item 1:

Item 2:

Total Consultant Costs	\$ -
Justification of Consultant:	

Travel Costs:

Item 1:

Item 2:

Total Travel Costs	\$ -
Justification of Travel:	

Equipment Costs:

Item 1:

Item 2:

Total Equipment Costs	\$ -
Justification of Equipment:	

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Supplies:

Item 1:

Item 2:

Total Supplies	\$ -
Justification of Supplies:	

Other Costs:

Item 1:

Item 2:

Total Other Costs	\$ -
Justification of Other Costs:	

Total of Direct Costs	\$ -
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Total Indirect Costs (calculated on Salary only)	0%	\$ -
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**** OR ****

Total Indirect Costs (calculated on Salary and Fringe)	0%	\$ -
NOTE: Only use one type of % Calc		\$ -

Justification of Indirect:	Must attach a federally negotiated indirect cost rate agreement to the budget, if one exists. If one does not exist, the entity can use 10% but must submit a letter acknowledging the rate. If a rate lower than the federally negotiated rate is used, submit the agreement and a letter waiving the agreed upon rate.
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Total of Direct and Indirect Costs:	\$ -
--	-------------

Total Amount of Funds Requested from this Program:	\$ -
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Justification if Different:	If the total direct and indirect cost is different from the requested amount, please provide a justification.	If the total costs and total amount requested are different, please provide a justification
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ABC Contract Services, Inc.
ABC Contract Services, Inc. for Blood Pressure Program

October 1, 2017 - September 30, 2018

EXAMPLE PROJECT BUDGET

Salary:

Item 1: **20,000.00**

Item 2:

Total Salary	\$ 20,000.00
Justification of Salary:	

Fringe:

Item 1: **8,500.00**

Item 2:

Total Fringe	\$ 8,500.00
Justification of Fringe:	

Consultant Costs:

Item 1: **2,500.00**

Item 2:

Total Consultant Costs	\$ 2,500.00
Justification of Consultant:	

Travel Costs:

Item 1:

Item 2:

Total Travel Costs	\$ -
Justification of Travel:	

Equipment Costs:

Item 1:

Item 2:

Total Equipment Costs	\$ -
Justification of Equipment:	

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Supplies:

Item 1:

Item 2:

Total Supplies	\$ -
Justification of Supplies:	

Other Costs:

Item 1:

Item 2:

Total Other Costs	\$ -
Justification of Other Costs:	

Total of Direct Costs	\$ 31,000.00
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Total Indirect Costs (calculated on Salary only)	10%	\$ 2,000.00
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**** OR ****

Total Indirect Costs (calculated on Salary and Fringe)	0%	\$ -
NOTE: Only use one type of % Calc		\$ 2,000.00

Justification of Indirect:	Must attach a federally negotiated indirect cost rate agreement to the budget, if one exists. If one does not exist, the entity can use 10% but must submit a letter acknowledging the rate. If a rate lower than the federally negotiated rate is used, submit the agreement and a letter waiving the agreed upon rate.
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Total of Direct and Indirect Costs:	33,000.00
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Total Amount of Funds Requested from this Program:	\$ 33,000.00
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Justification if Different:	N/A
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**CONTRACT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
(CONTRACTOR NAME - ALL CAPS AND BOLD)**

This Contract entered into by and between the **Alabama Department of Public Health**, hereinafter “**Department**,” and **(Contractor Name - Bold)**, hereinafter “**Contractor**,” is effective **(Begin Date - Bold)**, or upon approval by the Governor, and terminates **(End Date - Bold)**.

WHEREAS, the purposes of this Contract are to **(Insert GENERAL “overview” of the purposes of this Contract)**.

WHEREAS, funding for activities performed under this Contract was provided by the Department, **(Bureau or County)** through a cooperative agreement with the **(Federal Grantee)**, being grant number **(Grant Number, Grant Name)** for budget period **(Grant Period)**. The program was authorized through the following Acts: **(Acts through which the program was authorized)**.

WHEREAS, this Contract is entered into following a request for proposal process in accordance with Code of Ala.1975, § 41-4-133.

WHEREAS, the Contractor will fully comply with the request for proposal, Contractor’s proposal, Department’s acceptance thereof and the plan or scope of work, which are herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Department shall:

(1.....Insert specific tasks for the Department to complete use as many bullets/numbers as needed)
(2.....)
(3.....).

The Contractor shall:

(1.....Insert specific tasks for the Contractor to complete)
(2.....)
(3.....).

Under no circumstances shall the maximum amount payable under this Contract exceed \$ **(Max Amount shall not exceed)** for the Contract period.

FEDERAL DISCLOSURES CLAUSE. The Contract must meet the Federal requirements for pass-through entities in 2 C.F.R. § 200.332 which require the Department to notify Contractor of the following:

- a. This Contract constitutes a subaward. The identification information required to be provided under the subaward is enumerated in 2 C.F.R. § 200.332(a)(1);
- b. All requirements imposed by the Department on Contractor so that the Federal award is used in accordance with Federal statutes, regulations, and terms and conditions of the Federal award, as set forth below:
 - (1) Insert specific requirements for Contractor, using as many bullets/numbers as needed.

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- c. Any additional requirements the Department imposes on Contractor in order for the Department to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, as set forth below:
 - (1)...Insert specific requirements for Contractor, using as many bullets/numbers as needed.
- d. An approved federally recognized indirect cost rate negotiated between Contractor and the Federal Government, or, if no such rate exists, either a rate negotiated between the Department and Contractor (in compliance with 2 C.F.R. Part 200), or a de minimis indirect cost rate, as defined in 2 C.F.R. § 200.414(f), as set forth below:
 - (1)
- e. Contractor must permit the Department, including the Office of Program Integrity, and auditors access to Contractor's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200;
- f. Additional terms and conditions concerning closeout of the subaward, as set forth below:
 - (1)...Insert specific requirements for Contractor, using as many bullets/numbers as needed.
- g. Contractor's use of the subaward will be monitored by the Department for compliance with the conditions of the award, Federal law and regulations, and for achievement of performance goals. As part of its compliance monitoring, the Department must:
 - (1) Review financial and performance reports required by the Department;
 - (2) Follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, onsite reviews, and other means;
 - (3) Issue a management decision for audit findings pertaining to the subaward, as required by 2 C.F.R. § 200.521;
 - (4) ...Insert any additional monitoring requirements, using as many bullets/numbers as needed. Compliance monitoring may include conduction of onsite visits and requests for documents.
- h. Any additional specific subaward conditions imposed on Contractor by the Department, as described in 2 C.F.R. § 200.208, and as set forth herein, including, if applicable, the reasons for imposition of such conditions and any actions required by Contractor for their removal:
 - (1)...Insert specific requirements for Contractor, using as many bullets/numbers as needed.
- i. Contractor's failure to comply with the requirements of 2 C.F.R. Part 200 may result in the imposition of additional special conditions by the Department, as provided under 2 C.F.R. § 200.208, or additional remedies for non-compliance, as provided under 2 C.F.R. § 200.339.

The following clause will be inserted when equipment will be purchased by Contractor with award funding:

EQUIPMENT USE AND PROCUREMENT CLAUSE. The Contractor shall adhere to the requirements of 2 C.F.R. § 200.313 for the use of all equipment purchased by Contractor with subaward funding, to include the following:

- a. Use all equipment purchased with subaward funding for the project's authorized purposes and in accordance with state laws and procedures;
- b. Not encumber or dispose of the property without the written approval of the Department and the Federal awarding agency. Disposition of any equipment will be made in accordance with instructions provided by the Federal awarding agency;
- c. Maintain property records that include a description of the property, a serial number, or other identification number, the source of funding, who holds title, the acquisition

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- date, and cost of the property, percentage of Federal participation in the project cost, the location, use and condition of the property, and any ultimate disposition data, including the date of disposal and sale price of the property;
- d. Physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
 - e. Adequate safeguards to protect against loss, damage or theft of the property and investigation of any lost, damaged or stolen property;
 - f. Develop procedures to ensure program staff forward invoices for equipment purchases of \$500 or more to Contractor's employee in charge of maintaining records for equipment inventory tracking;
 - g. Recognize that title to materials and supplies, including computing devices, will vest in Contractor upon acquisition, subject to the requirements of 2 C.F.R. § 200.314 for compensation to the Federal awarding agency for residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program.

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Contractor acknowledges that all invoices or other demands for payment must be received by the Department by (Invoice Closeout Date). Invoices or demands for payment received after that date cannot be paid and are forfeited.

ANTI-DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

The following clause will be inserted when the total amount of Contract is \$15,000 and greater:

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ANTI-BOYCOTT CLAUSE. Contractor represents that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract.

TERMINATION CLAUSE. This Contract may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

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HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

DISPUTES. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

MERIT SYSTEM CLAUSE. Contractor shall not be entitled to receive any benefits under this Contract that merit system employees receive by virtue of their status or employment, nor may Contractor nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Contract. Any such employment automatically voids this Contract.

HOLD HARMLESS CLAUSE. Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the Contractor or any Subcontractor, agent, servant or employee of Contractor while in performance hereunder.

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FUND APPROPRIATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Legislature of Alabama fail to appropriate funds for the continued payment of this Contract. This termination for cause is supplemental to any other rights Department may have under this Contract or otherwise to terminate this Contract.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Subcontractors shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, "prospective lower tier participant" or "lower tier participant" refers to the Contractor.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

AUDIT REQUIREMENTS. A non-Federal Contractor that expends \$750,000 in federal awards or more during the Contractor's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

The following clause will be inserted if contract involves use of protected health information:

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

The following clause will be included – **and a separate Business Associate Agreement executed** – if Contractor will be a Business Associate:

BUSINESS ASSOCIATE AGREEMENT (BAA) CLAUSE. It is understood and agreed that the Department is a "hybrid entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as Attachment ____, which the Contractor agrees to by signing and submitting with this contract. Such Business Associate Agreement is executed and is effective simultaneously with this contract/amendment. However, the Business Associate Agreement will survive this contract/amendment pursuant to Section 6.f. of the Business Associate Agreement until the information is destroyed or returned to the Department.

The following two clauses will be included if contract is IT-related:

INTELLECTUAL PROPERTY CLAUSE. This clause applies to intellectual property and any derivative or iteration thereof, developed based upon funding from the Department whether such funding has as its source the United States Government or any department or

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agency thereof. Except as otherwise provided, Contractor may copyright, without prior approval, any work that is subject to copyright and was developed under such funding subject to the following conditions and except as limited herein below.

(a) Contractor grants to the Department a royalty-free, nonexclusive and irrevocable license or right to reproduce, publish, translate, disseminate, dispose of or otherwise use the work for State purposes, and to authorize others to do so.

(b) Contractor recognizes the rights of the Government of the United States and any department or agency thereof to reserve a royalty-free, nonexclusive and irrevocable right or license to reproduce, publish, translate, disseminate, dispose of or otherwise use the work for Federal Government purposes, and to authorize others to do so, if the original source of the funding to the Department was a Federal grant.

(c) Copyrights: Contractor may establish claim to copyright subsisting in any data containing intellectual property first produced in the performance of this Contract. When claim is made to copyright, the funding recipient shall affix the applicable copyright notice of 17 U.S.C. Sections 401 or 402 and acknowledgment of the Department sponsorship to the data when and if the data are delivered to the Department, are published, or are deposited for registration as a published work in the U.S. Copyright Office. The Contractor hereby grants to the Department, and others acting on its behalf, a paid up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, perform publicly and display publicly, and for data other than computer software to distribute to the public by or on behalf of the State.

(d) Publication: Contractor shall inform the Department at least thirty (30) days prior to submission for publication of any data containing intellectual property funded through this Contract. The Department shall have the right to object to such publication if such publication is not in the best interests of the State of Alabama. However, the Department's objection rights shall not be unreasonably exercised. The funding by the Department shall be attributed in any publication of such data.

(e) Publication of research results: The decision on whether or not to publish research results will be made jointly by the Department and the Contractor, agreement to which shall not be unreasonably withheld. The funding by the Department shall be attributed in any publication of such data.

COMPUTER SOFTWARE CLAUSE. This clause applies to computer software and any derivative or iteration thereof developed under funding by the Department.

(a) The Contractor possesses ownership rights in computer software or modifications or derivatives or iterations thereof and associated documentation designed, developed or installed with funding supplied by the Department whether the source of such funding to the Department was a grant by the United States Government or any department or agency thereof subject to the exceptions herein below stated.

(b) The Department reserves a royalty-free, nonexclusive, and irrevocable license to modify, enhance, reproduce, publish, or otherwise use and to authorize others to so use for State purposes, such software, modifications, enhancements, reproductions or derivatives or iterations thereof and all associated documentation.

(c) The Department reserves the right to grant to the Government of the United States or any department or agency thereof, a right equal to that of the Department to use for Federal purposes, such software, modifications, enhancements, reproductions or derivatives or iterations thereof and all associated documentation to the extent that funding to the Department was derived from Federal sources.

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(d) Any use by the Contractor outside of this Contract shall be attributed to funding provided by the Department.

(e) This clause applies only to software and documentation that is specifically identified and for which delivery dates, places, medium (paper, electronic, magnetic), approval requirements, and specifications are clearly stated in the Contract.

(f) Contractor certifies that it is in compliance with and will comply with all requirements of the International Traffic in Arms Regulations (ITAR) and United States Department of Commerce regulations and restrictions on the transfer and export of technologies relating to civilian applications listed on the Commerce Control List (CCL) under the Export Administration Regulations (EAR) and hereby holds harmless the State of Alabama, the Department and any officers, agents, servants or employees of either from vicarious violations of ITAR or EAR. See U.S. Department of Commerce Export Administration Regulations (EAR) 15 CFR § 730-774; Commerce Control List (CCL) 15 CFR § 730-774 Supplement 1; U.S. Department of State International Traffic in Arms Regulations (ITAR) 22 CFR § 120-130; and Munitions Control List (MCL) 22 CFR § 121.

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

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