

SAMPLE CONTRACT



CONTRACT NUMBER:	SUB-RECIPIENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

THIS AGREEMENT is made by and between the State of Washington Department of Health, hereinafter referred to as DOH, and the party whose name appears below, hereinafter referred to as Contractor.

CONTRACTOR NAME and ADDRESS:

UBI:

PURPOSE:
IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK: The Contractor shall provide all the necessary personnel, equipment, materials, goods and services and otherwise do all things necessary for or incidental to the performance of the work as described in Exhibit A, attached hereto and incorporated herein.

PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance under this contract shall be from *through* , unless sooner terminated as provided herein. Any work done outside of the period of performance shall be provided at no cost to DOH.

DEPARTMENT OF ENTERPRISE SERVICES APPROVAL: This contract may be required to be filed with the Department of Enterprise Services (DES) for approval under the provisions of Chapter 39.26 RCW. No contract or amendment required to be so filed is effective and no work thereunder shall be commenced nor payment made therefore until ten (10) working days following the date of filing, and, if required, until approved by DES. In the event DES fails to approve the contract or amendment, the contract shall be null and void.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): If checked above, this contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Unique Entity Identifier (UEI) number. A UEI number provides a method to verify data about your organization. If you do not already have one, you may receive a UEI number free of charge by contacting System for Award Management (SAM) at SAM.GOV.

Information about your organization and this contract will be made available on www.USASpending.gov by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this contract and must be completed and returned along with the contract.

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CONSIDERATION: The maximum consideration available under this contract shall not exceed \$ _____ without a properly executed written amendment signed by representatives of both parties authorized to do so. Consideration includes but is not limited to all taxes, fees, surcharges, etc.

Source of Funds:

Federal: \$ _____ State: \$ _____ Other: \$ _____ **TOTAL:** \$ _____

Contractor agrees to comply with all applicable rules and regulations associated with these funds.

Unless otherwise indicated in this contract, any State funds which are unexpended as of June 30th will not be available for carry over into the next State fiscal year (July – June).

INVOICES AND PAYMENT: Contractor will submit invoices to the DOH Project Manager for all amounts to be paid. Invoices must reference this contract number and provide detailed information as requested. All invoices must be approved by DOH prior to payment; approval will not be unreasonably withheld. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. DOH will return all incorrect or incomplete invoices and will not pay for services that occur outside the period of performance. The Contractor will not invoice for services if they are entitled to payment, have been, or will be paid by any other source for that service.

DOH will issue payment within 30 days of receiving a correct and complete invoice and approving the deliverable(s). DOH must receive correct and complete invoices within 60 days of the contract expiration date. Late invoices will be paid at the discretion of DOH and are contingent upon the availability of funds. Failure to submit a properly completed IRS form W-9 may result in delayed payments.

GOVERNANCE: In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal statutes and regulations
- B. State statutes and regulations
- C. Contract amendments
- D. The contract (in this order)
 - 1. Primary document (document that includes the signature page)
 - 2. Statement of Work (Exhibit A)
 - 3. Standard/General Terms and Conditions (Exhibit B)
 - 4. Special Terms and Conditions (Exhibit C if used)

UNDERSTANDING: This contract, including referenced exhibits, attachments and documents included herein by reference, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall exist or bind any of the parties hereto.

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APPROVAL: This contract shall be subject to the written approval of DOH Contracting Officer and shall not be binding until so approved. Only the Contracting Officer or his/her designee, by written delegation made prior to action, shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Contracting Officer.

IN WITNESS WHEREOF: DOH and the Contractor have signed this contract.

CONTRACTOR SIGNATURE	DATE
PRINT OR TYPE NAME	TITLE
DOH CONTRACTING OFFICER SIGNATURE	DATE

This contract has been approved as to form by the attorney general.

PURPOSE: The purpose of this contract is for the Contractors to partner with DOH to improve COVID-19 information access and equity; develop meaningful and culturally appropriate and accessible communications; grow existing communications and engagement of infrastructure; strengthen relationships between communities and public health while addressing the social determinants of health amplified by the pandemic.

BACKGROUND: The goal of the Building Community Capacity for Equitable COVID-19 Recovery funding opportunity is to ensure that Washington communities that have been disproportionately impacted by COVID-19 have access to the same critical health and safety information and resources as the rest of the general public. DOH and community organizations will partner to improve COVID-19 information access and equity, develop meaningful and culturally appropriate and accessible communications, grow existing communications and engagement infrastructure; and strengthen relationships between communities and public health while addressing the social determinants of health amplified by the pandemic.

DOH recognizes that community-rooted and community-led organizations and groups are better positioned and equipped to respond to community needs to ensure equitable access to COVID-19 information, education, vaccines, and resources. Community-rooted and community-led organizations have a unique understanding of the importance of a trauma-informed approach, logistical and access barriers, context, cultural beliefs, risk perceptions, and norms that impact vaccine confidence and uptake in their communities.

OBJECTIVE: The purpose of this contract is to partner with community-rooted organizations that serve communities disproportionately impacted by COVID-19 to ensure equitable access, distribution and administration of COVID-19 vaccines and health information; increase COVID-19 vaccines confidence and information access and equity through meaningful and culturally relevant education, outreach, communication, and engagement structures while advancing health equity and addressing social determinants of health as they relate to COVID-19 health disparities.

STATEMENT OF WORK: The Contractor will provide the following tasks and deliverables:

Task 1 - Develop a project plan to build community capacity for equitable COVID-19 recovery.

Task Timeline: *Due within 30 days of Contract Execution*

Task Details/Activities: Within one (1) month of execution of this contract, Contractor will finalize project plan.

Deliverables: Submit a six (6) month written workplan with detailed project goals, strategies and activities to implement all elements of the statement of work. Include a six (6) month project budget. Due within thirty (30) days of Contract Execution.

Task 2 - Implement culturally and linguistically appropriate COVID-19 education, outreach and communication activities to ensure equitable access, distribution and administration of COVID-19 vaccines, health information and prevention resources, addressing the needs of Washington's disproportionately impacted communities.

Task Timeline: *Ongoing Monthly reports as outlined in the project plan.*

Task Details/Activities: Lead development, documentation, execution, and evaluation of communications and engagement strategies aimed at reducing the spread of COVID-19 among identified communities. Ensure on-going collaboration with DOH.

Deliverables: Contractor will provide on a monthly basis the progress for the activities as outlined in Task 2 activities. The progress report shall outline the development, participation, and implementation of the activities. The contractor shall provide the report to the contract manager by the fifteenth (15th) of each month.

Task 3 - Ensure accuracy and validity of COVID-19 information used in messaging, outreach, and communications, and for ensuring alignment with DOH and CDC COVID-19 public health messaging.

Task Timeline: *Ongoing Monthly reports as outlined in the project plan.*

Task Details/Activity: Messaging, outreach, and communications will be submitted in draft form prior to finalization by Contractor to Contract Manager for approval.

Task Deliverables: Messaging and communication documents for community outreach, as needed through the duration of the period of performance of the contract.

Task 4 – Will perform collaborative planning and evaluation of activities.

Task Timeline: *Ongoing Monthly reports as outlined in the project plan.*

Task Details/Activities:

- a. Participate in required monthly contract management in-person or virtual meetings convened by DOH.
- b. Submit monthly progress reports utilizing a template provided by the DOH. Monthly reports are due on the 15th of each month following the month in which activities were performed and will include progress, challenges, successes, next steps, and any technical assistance needs.
- c. Submit a monthly invoice on the 30th of the month following the month in which costs are incurred. Final Expenditure Reports are due within 45 days of the end of the contract year.

Task Deliverables: Contractor will provide on a monthly basis the progress for the activities as outlined in Task 4 activities a through c. The progress report shall outline the participation in the activities. The contractor shall provide the report to the program manager by the 15th of each month.

BILLING

All services are subject to written approval by DOH. Invoices will not be processed for payment until items invoiced are received with written supporting documentation. The Contractor shall receive reimbursement for expenses incurred in connection with necessary personnel, facilitate travel, lodging, and per diem related to the Community Resilience Fund for Equitable COVID-19 Recovery throughout Washington state. The Contractor shall submit all invoices on the Template(s) provided by DOH identifying the specific funding source identified in FUNDING SOURCES AND AVAILABILITY section in the SOW. The contractor shall submit each invoice electronically for each month that services were provided, no later than the thirty (30) calendar day of the following month. All invoices submitted for payment must include but not limited to the following:

- Invoice Date
- Billing period
- Original or a clear copy of the final bill for each activity payable with terms, price, quantities and/or specifications for the following upon request Original or a clear copy of the final bill for each activity payable with terms, price, quantities and or specifications for the following:
 1. Original or clear copy of time keeping documentation as mutually agreed upon by DOH for all staff (Prime Contractor):
 1. If seeking reimbursement for Travel:

- Hotel billing statement with each staff's stay including room charge per day, dates of stay and final billing with all associated taxes and fees.
- If a rental is needed, car rental of said rental company, identifying daily rates, including all associated taxes and fees. The costs will be paid on the basis for actual amounts paid to the extent that such transportation is necessary of the performance of work under the contract. When two or more travelers are traveling together in one motor vehicle, each traveler should be indicated.
- Point-to-point mileage determined on the basis of the distances shown on google maps or another standard highway mileage guide.

**Refer to the U.S. General Services Administration website at: www.gsa.gov. For rate information for Washington state locations, refer to the state Per Diem Rates map on OFM's Travel Resources website at: <http://www.ofm.wa.gov/resources/travel.asp>*

FUNDING SOURCES AND AVAILABILITY

Chart of Accounts	Master Index Code	Funding Period Start Date	Funding Period End Date	Funding Amount
OT21-2103 CDC Health Disparities Grant	MI 98552223	June 1, 2021	May 31, 2024	\$XX
COVID-19 Immunization Grant	MI7461021C	July 1, 2020	June 1, 2024	\$XX

Program Specific Requirements

I. OT21-2103 CDC Health Disparities Grant Restrictions and Limitations- MI 98552223:

- a) Recipients may not use fund for research.
- b) Recipients may not use funds for clinical care except as allowed by law.
- c) Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- d) Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget and receive approval by DOH and the Centers for
- e) Disease Control and Prevention (CDC). CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.
- f) Reimbursement of contract pre-award costs generally is not allowed.
- g) Other than for normal and recognized executive-legislative relationships, no funds may be used for:
- h) Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- i) The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- j) See additional guidance on lobbying for CDC recipients and subrecipients.

II. COVID-19 Immunization Grant - MI7461021C - Recipients may not use funds for the following:

- a) Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)
- b) Alcoholic beverages
- c) Building purchases, construction, capital improvements
- d) Clinical care (non-immunization services)
- e) Entertainment Cost
- f) Fundraising Cost
- g) Goods and services for personal use
- h) Honoraria
- i) Independent Research
- j) Land acquisition
- k) Legislative/lobbying activities
- l) Interest on loans for the acquisition and/or modernization of an existing building
- m) Payment of bad debt, collection of improper payments
- n) Promotional and/or Incentive Materials (e.g., plaques, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, magnets, conference bags)
- o) Purchase of food/meals (unless part of required travel per diem costs)
- p) Vehicle Purchase

RECONCILIATION AND FINAL PAYMENT

The parties shall reasonably cooperate at end of the contract period of performance, to make a final determination of the process and distribution of monies required under this Contract within 60 days after the Closing Date. Upon the final reconciliation of the process and distribution of monies under this Section, the party which owes the other party any sums hereunder shall pay such party such sums within ten (10) business days after the reconciliation of such sums.

DISCLAIMER FOR CONFERENCE/MEETING/SEMINAR MATERIALS

If a conference/meeting/seminar is funded through this contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites: Funding for this conference was made possible (in part) by the Washington State Department of Health through a grant from the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Washington State Department of Health or the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

*To request this document in another format, call 1-800-525-0127. Deaf or hard of hearing customers, please call 711 (Washington Relay) or email civil.rights@doh.wa.gov.
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