

Development of a white paper on data governance and data sharing considerations for NSSP emergency department data

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PART I: OVERVIEW INFORMATION

Issuing Organization: Council of State and Territorial Epidemiologists (CSTE) at www.cste.org

Participating Organizations: CSTE and Centers for Disease Control and Prevention (CDC) – Cooperative Agreement number 6 NU38PW000005.

PART II: FULL TEXT OF ANNOUNCEMENT

Section I. Funding Opportunity Description**Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to identify a consultant(s) to develop a white paper or similar resource that outlines key considerations related to the governance, stewardship, sharing, and use of state, Tribal, local, and territorial (STLT) emergency department (ED) data collected through the National Syndromic Surveillance Program (NSSP) and made available through CDC's One CDC Data Platform (1CDP).

Background

The National Syndromic Surveillance Program (NSSP) emergency department (ED) data are governed through a federated model that balances national public health priorities with the authority and stewardship responsibilities of participating **state, Tribal, local, and territorial (STLT)** jurisdictions. For purposes of this project, federated governance refers to a governance model in which participating jurisdictions retain authority and stewardship responsibilities for their data, including decisions related to data access, sharing, and use, while supporting national public health surveillance and response activities.

As NSSP ED data become more accessible through CDC enterprise data platforms and are increasingly used to support surveillance, research, program evaluation, emergency response, and other cross-program initiatives, there is a growing need for practical guidance on governance structures, data-sharing considerations, and engagement with jurisdictions.

This project will develop a resource that describes the NSSP governance model, highlights jurisdictional perspectives, and outlines key considerations for data access, stewardship, sharing, and use. The resource is intended to support CDC leadership, CDC programs, academic partners, NSSP practitioners, and others developing data initiatives, data management plans, or governance frameworks involving NSSP ED data.

The resource will provide a common understanding of governance expectations, roles, and responsibilities. This shared understanding will help users plan and implement data initiatives more effectively, collaborate with jurisdictions, and support the responsible use of NSSP ED data.

Objectives

1. Document governance and data-sharing considerations for NSSP emergency department (ED) data by gathering and synthesizing perspectives from jurisdictions, CDC, CSTE, and subject matter experts.
2. Develop a practical resource that explains the federated governance model for NSSP ED data and outlines key considerations for data access, stewardship, sharing, and use.

3. Increase understanding of NSSP ED data governance and data-sharing considerations among CDC programs, academic partners, NSSP practitioners, and other data users to support informed planning and decision-making.

Deliverables

To meet the above-mentioned objectives, the awardee will be required to meet the following sets of deliverables:

1. Conduct a project kickoff meeting and routine project management meetings with CSTE.
2. Conduct a review of relevant literature, existing resources, and supporting documentation to identify and summarize the federated governance model for NSSP ED data, including key considerations for data access, stewardship, sharing, and use.
3. Participate in and/or facilitate up to four meetings with CDC, CSTE, jurisdictions, and subject matter experts, as determined by CSTE.
 - a. At least one meeting with CSTE and CDC representatives to gather background and refine project scope.
 - b. Participate in and summarize one or more information-gathering session with subject matter experts, including representatives from CSTE, CDC NSSP, the NSSP Community of Practice (CoP), and participating jurisdictions.
4. Create a project summary document that includes key references, findings from the literature review, and synthesized input from meetings and discussions.
5. Submit an annotated outline and draft resource for review by CSTE and CDC.
6. Revise and finalize the resource based on reviewer feedback.
7. Present key findings and recommendations to CSTE and CDC staff.
8. Develop a brief evaluation tool and summary plan to assess the resource's effectiveness in increasing knowledge of NSSP ED data governance and data-sharing considerations.

Timeline

September 28, 2026	RFP released
October 28, 2026	Proposal submissions due
November 5, 2026	Consultant selected and notified
November 30, 2026	Project kickoff meeting with CSTE/CDC
December 2026	Conduct a review of relevant literature, existing resources, and supporting documentation
December 2026 - January 2027	Meet with CSTE and CDC representatives and participate in information-gathering sessions with subject matter experts
January 2027	Submit project summary document, including literature review findings, key references, and input from meetings and discussions.

January 2027	Submit annotated outline and draft resource, including key findings and recommendations, for CSTE and CDC review.
February 8, 2027	Present draft findings and recommendations to CSTE and CDC staff
February 16, 2027	Submit final resource incorporating reviewer feedback
February 19, 2027	Submit resource evaluation tool and evaluation plan and complete project closeout activities

*Please note that the timeline is subject to change

Section II. Contract Mechanism

Mechanism of Support

CSTE will manage matters related to financial support for this project. CSTE intends to commit up to **\$27,000** through contract mechanism. The final contract amount is contingent upon submission of a detailed and reasonable budget proposal to be approved by CSTE and the availability of funds. Successful applicants are expected to return a signed contract within 30 days of receiving it. See Attachment A for CSTE's standard terms and conditions.

Section III. Eligibility Information

Eligible Applicants

Applicants should be non-federal public health professionals (including, but not limited to, those from institutions of higher education, nonprofit organizations, communication/consultant firms, public health agencies, or private consultants) with expertise in public health data governance, jurisdictional public health authorities, data stewardship, and data sharing practices. Experience with syndromic surveillance, emergency department (ED) data, and collaboration with state, Tribal, local, and territorial (STLT) public health agencies is strongly preferred. The successful applicant should also have experience developing high-quality reports, white papers, or other technical resources for public health audiences.

Applicants who are employed or work on behalf of state, local, tribal or territorial (STLT) health agencies are required to submit an outside activity form or secondary employment request (actual form may vary) that has been approved by their employer with their application.

Current CSTE policy states that contracts should not be made with former CSTE staff unless approved by the CSTE Executive Director for extenuating circumstances. Please contact Taylor Pinsent at tpinsent@cste.org if you have any questions about this policy or request an exemption.

Section IV. Application and Submission Information

Content and Form of Application Submission

The application should be no longer than 6 pages, and should be written using a 12-point, double-spaced, unreduced, Times New Roman font, on 8.5x11 inch paged paper with one-inch margins. Additional pages or appendices that are not required may not be reviewed. Please include the headings below in the order listed and address all the issues included under each heading.

1. Contact Information (1 limit)
 - a. Provide applicant contact information including email address, phone number, and mailing address.
 - b. The applicant should provide their name as it is listed on their W-9 or EIN.
2. Experience (2 limit)
 - a. Describe prior experience as it relates to:
 - i. Syndromic surveillance systems, emergency department (ED) data, or other public health surveillance programs.
 - ii. Public health data governance, including data stewardship, data sharing, and jurisdictional authorities governing public health data.
 - iii. Engaging public health partners, subject matter experts, and governmental agencies to gather and incorporate diverse perspectives into project deliverables.
 - iv. Developing white papers, reports, guidance documents, or other technical resources for public health audiences.
 - b. Include all relevant experience of team members who would be assigned to this project.
3. Work Plan (2 limit)
 - a. Describe the implementation plan to complete the outlined deliverables.
 - b. Please include a timeline for key activities and milestones.
4. Budget and Justification (1 limit)
 - a. Provide detailed budget and budget justification.
5. Other required documentation
 - a. Outside activity form/secondary employment request (if applicable)

For further assistance, technical questions, or inquiries about the application, contact Taylor Pinsent at tpinsent@cste.org. Representatives from CSTE will be available to speak to potential applicants to discuss technical or administrative questions. All questions and answers will be made available to all potential applicants upon request.

Submission Dates and Times

Submission, Review, and Anticipated Start Dates:

- Application Submission Receipt Date: **Submissions due by 11:59 PM EST October 28, 2026**
- Award Notification Date: **November 5, 2026**
- Anticipated Start Date: **November 30, 2026**

Submitting an Application:

Application materials should be sent to Taylor Pinsent at tpinsent@cste.org by **11:59 PM EST on October 28, 2026**. Applications submitted after this deadline may not be reviewed. Notification of successful receipt of the application will be sent to the applicant upon request.

Section V. Application Review Information

Criteria

The following criteria will be used to review all submitted applications:

1. Experience
 - a. Demonstrated expertise and/or prior experience of applicant (and project staff, if applicable) (40 points)
 - i. Experience with syndromic surveillance systems, emergency department data (15 points)
 - ii. Experience with public health data governance, including data stewardship, data sharing, and jurisdictional authorities governing public health data (10 points)
 - iii. Experience engaging public health partners, subject matter experts, and governmental agencies to gather and synthesize diverse perspectives (5 points)
 - iv. Experience developing white papers, reports, or other technical resources for public health audiences (10 points)
2. Project Plan
 - a. Applicant's understanding of the project and deliverables (10 points)
 - b. Detailed work plan, method, and timeline for completing work in timeframes listed above (25 points)
 - c. Feasibility of proposed work plan (15 points)
3. Budget and Justifications (10 points)

Review and Selection Process

Eligible applications that are complete will be evaluated for scientific and technical merit by CSTE in accordance with the review criteria stated above. Submissions that do not comply with the technical requirements set in the RFP are considered nonresponsive and will be rejected. A review panel of CSTE National Office staff, CSTE Steering Committee members, and subject matter experts may score the applications. Funding awards will be made based upon the quality of the submitted proposal and the ability of the applicant to meet the criteria stated above.

Section VI. Additional Information

Award Notices

All applicants will be notified via email no later than **November 5, 2026 by 5 pm ET**.

Contractor Responsibilities

The award recipient will have primary responsibility for the following:

1. Accomplishing the objectives and completing the deliverables listed in this announcement

2. Providing written progress reports and invoices to CSTE as required in the contract
Communicating through multiple avenues on a regular basis for feedback and discussion (e.g., conference calls, emails, etc.)
3. Actively engaging partners
4. Ensure, any information and communication technology which forms part of final deliverables provided hereunder must be 508 compliant. Final deliverables must fully conform to applicable revised 508 compliance standards prior to delivery to CSTE. For more information on 508 compliance visit: <https://www.section508.gov/manage/laws-and-policies/>

CSTE Responsibilities

CSTE will have the primary responsibility for the following:

- 1) Serving as the awardee's principal point of contact between participants, CDC, and other partners
- 2) Provide contractor with background resources and summaries of member discussions related to the project
- 3) Provide avenues for communication between awardee and partners
- 4) Monitoring the terms of the agreement
- 5) Funding according to the terms of the contract

For More Information

For more information, contact:

Taylor Pinsent, MPH
470-845-2944 ext 247
tpinsent@cste.org

ATTACHMENT A

CONTRACT TERMS AND CONDITIONS

*Standard Terms and Conditions may differ from those presented here depending on amount and/or type of contract. CSTE may alter these terms and conditions as needed and Contractors are advised to review the final terms of the contract prior to execution. Federally funded contracts are subject to the Uniform Guidance 2 CFR 200 and 300 as well as the applicable sections of the US Department of Health and Human Services [Non-Research Terms and Conditions](#).

Article I – Statement of Work

More details are set forth in Contractor’s Statement of Work as appended hereto as Attachment I.

Article II – Cost

- A. The total amount to be paid by CSTE for the performance of this General Contract ~~Choose an item.~~ \$.00 unless changed by written amendment to this Contract.
- B. Contractor agrees to abide by the Federal Awarding Agency’s requirements as outlined in these Terms and Conditions.

Article III – Type of Contract

This is a ~~Choose an item.~~ Contract.

~~Include applicable description below and delete the other.~~

Fixed Price. It is recognized by both parties that the actual price for this project may vary either above or below the price set forth in Article II, but will have no effect on that price, unless amended according to the terms herein.

Cost Reimbursement: If this Contract is for a set rate per hour and payment for hours incurred, payments will only be made for actual hours incurred up to the not to exceed price.

Article IV - Payment

- A. CSTE shall pay Contractor upon being invoiced by Contractor and upon approval of the invoice by CSTE. ***Invoice must include the Purchase Order #.*** Invoices shall be submitted according to the invoice schedule provided in this Contract, to:

[CSTE Project Manager Name]
Title
Council of State and Territorial Epidemiologists
2635 Century Parkway NE.,
Suite 700
Atlanta, GA 30345-3112
name@cste.org

- B. Subject to availability of funds, electronic bank-to-bank payment (automated clearing house, or ACH Payment) shall be made by CSTE to the Contractor within thirty (30) days of receipt of an accepted invoice. However,

CSTE reserves the right to delay payment without liability beyond thirty days if such delay is the result of suspension, disruption or termination of funding related to a Cooperative Agreement between CSTE and CDC. In the event of a payment delay, CSTE will notify the Contractor of the delay and provide an estimated timeframe for payment if such information is available to CSTE. Contractor shall deliver to CSTE the ACH Payment details in a completed CSTE ACH Payment banking form ("ACH Payment Form") sufficiently in advance of such payment due date. CSTE is not responsible for any fees or other charges that the Contractor may incur from any bank or otherwise, as a result of using ACH Payment, or for any damages that may result from any bank's decision to withhold or delay the release of a payment. It is the Contractor's sole responsibility to ensure that the ACH Payment information CSTE has on record remains correct.

Article V – Publicity

No Party will use the name of the other in any publicity, advertising, or news release without the prior written approval of an authorized representative of that Party.

Article VI – Governing Laws

This Contract shall be governed and construed in accordance with laws of the State of Georgia.

Article VII – Regulatory Compliance

The Contractor agrees to comply with and abide by all relevant and applicable laws and regulations of federal, state, and local governments/agencies.

Article VIII – Rights in Data, Publication, and Copyright

Contractor agrees that CSTE shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by CSTE in the performance of the project and developed using CSTE facilities and personnel ("CSTE Technology"). CSTE agrees that Contractor shall own the entire right, title, and interest, including all patents copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Contractor personnel, or conceived or developed using Contractor facilities under this Agreement ("Contractor Technology"). Additionally, the Parties agree that they will jointly own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data jointly conceived or developed by the parties in the performance of the project ("Joint Technology").

Each Party further agrees to acknowledge the other Party's participation in the project in scholarly publications, in listings of sponsored research projects, and for other academic purposes. Federal grant and cooperative agreement funds and support shall be acknowledged, as appropriate and directed by the CDC, in any publication written or published by Contractor, for the purpose of reporting the results of or describing a federal grant or cooperative agreement supported activity.

The acknowledgement shall include the following information:

“This [project/publication/program/website, etc.] [is/was] supported by The Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the views of, nor an endorsement by, CDC/HHS, or the U.S. Government.”

The provisions of this Article shall survive the expiration or termination for any reason of this Contract.

Article IX – Intellectual Property

Each Party’s existing and/or already conceived inventions, discoveries, patents, products, or other information developed in whole or part in connection with this Agreement shall remain exclusively their own in accordance with 37 CFR Part 401. Any IP developed in whole or in part in connection with this Contract shall be jointly owned by both Parties. As such, Contractor, CSTE and CSTE’s prime funder reserve a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and to authorize others to use the work for non-commercial purposes.

The provisions of this Article shall survive the expiration or termination for any reason of this Contract.

Article X – Termination or Suspension

- A. Either Party may terminate this Contract hereto by giving written notice to the other party fifteen (15) days in advance of a specified date of termination. If this Contract is over \$10,000, CSTE retains the right to terminate for convenience on behalf of the Federal Government.
- B. If a Cooperative Agreement between CSTE and CDC has been suspended or terminated in whole or in relevant part, CSTE shall provide prompt written notice to Contractor regarding such notice. In the event of suspension or termination of a Cooperative Agreement between CSTE and CDC in whole or in relevant part, CSTE may terminate or suspend this Agreement immediately with notice to Contractor and without liability to Contractor. Such termination or suspension of this Agreement will take effect upon receipt of written notice to Contractor from CSTE. In the event of termination or suspension, CSTE shall not be liable to Contractor for costs incurred prior to the effective date of suspension or termination, including uncancellable obligations.
- C. As of the effective date of any suspension or termination, Contractor will stop work and Contractor will not incur any new obligations related to this Agreement.
- D. If Contractor fails to perform to CSTE’s satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, CSTE may either: (a) terminate the Contract with written notice, effective immediately or (b) enforce the terms and conditions of the Contract.
- E. Upon receipt of such notice from CSTE of termination or suspension, Contractor shall take all necessary action to cancel outstanding purchase orders and other commitments relating to the project under this Contract and shall exercise reasonable diligence to cancel its activities and operations.
- F. CSTE shall remain liable for all costs incurred under this Contract, including any of the above -mentioned commitments entered into by Contractor in good faith prior to the receipt of the termination notice, unless such termination is the result of a material breach by the Contractor, is the result of termination, suspension or disruption of funding under a Cooperative Agreement between CSTE and CDC in which case Contractor agrees that it alone is responsible for the expenses and costs incurred under this Agreement and that CSTE has no liability for such costs.

- G. Upon payment of such costs, CSTE shall be entitled to, and Contractor agrees to deliver, the information and items, which, if the project hereunder had been completed, would have been required to be furnished to CSTE.

Article XI – Non-Solicitation Agreement

During the term of this Contract and for one (1) year thereafter, Contractor will not offer work to, solicit or induce for employment, employ, or contract with, personnel of CSTE, without first obtaining the written consent of applicable CSTE Managing Directors.

Article XII – Independent Contractor

- A. In the performance of all services hereunder, Contractor is not an employee of CSTE and shall be an independent contractor.
- B. No Party is authorized or empowered to act as agent for any other for any purpose and shall not on behalf of any other enter into any contract, warranty, or representation as to any matter. None shall be bound by the acts or conduct of any other. Moreover, the Parties agree that CSTE does not dictate or interfere with how Contractor manages their business. Contractor at all times retains the right to work for other clients. As provided under the Department of Labor's Fair Labor Standards Act guidance, Contractor retains full management of its business, including: 1. Its ability to manage its business for profit or loss 2. the sole responsibility for investing capital into its business and exploring opportunities to expand its market base. The Contractor's relationship with CSTE will not extend beyond the Period of Performance of this Contract. The Contractor is engaging in work that is incidental to CSTE's overall mission or business. The Contractor is entering into this Contract fully skilled and able to perform the obligations under this Contract. The Contractor is the sole determinator of its business (hours of work, marketing, workspace, equipment, supplies, taxes and insurance etc.

Article XIII – Indemnification

- A. CSTE assumes all risk of liability with respect to its performance of any activities relating to this project, other than liability arising out of an act of omission of Contractor, and shall indemnify and hold Contractor harmless from all liability arising out of acts or omissions of CSTE, its employees and agents.
- B. Contractor assumes all risk of liability with respect to its performance of any activity relating to this project, other than liability arising out of any act or omission of CSTE, and shall indemnify and hold CSTE harmless from all liability arising out of acts or omission of Contractor, its employees and agents.

[Continues next page]

Article XIV – Anti Discrimination Compliance

Contractor certifies it has a Form 690 on file with the Department of Health and Human Service's Office of Civil Rights. Contractor understands that compliance with all federal anti-discrimination laws is a material condition and agrees that it will comply with:

- Title VI of the Civil Rights act of 1964, as amended (codified at 42 U.S.C. 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80);
- Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84);
- Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86);
- The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91); and
- Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92).

Article XV – Contractor Certifications**A. Debarment and Suspension (2 CFR 200.214)**

Contractor certifies to the best of its knowledge and belief that it is not presently debarred, suspended, or proposed for debarment or declared ineligible for the awards of Contracts, by any Federal Agency, in accordance with OMB Guidelines.

B. Certification of Non-Delinquency of Federal Debt

Contractor certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

C. Certification of Drug-Free Workplace

Contractor certifies that it has implemented appropriate policy in accordance with the Drug-Free Workplace Act of 1988, and 2 CFR 182.

D. Certification Regarding Lobbying

If this contract exceeds \$100,000, Contractor certifies its compliance with the Byrd Anti-Lobbying Amendment and certifies to CSTE that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Furthermore, the Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award and understands that such disclosure is forwarded from tier to tier up to the non-Federal award/Company.

E. Conflicts of Interest

The Contractor must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee,

officer, or agent may participate in the selection, award, or administration of a contract supported by an award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

F. Misconduct in Science

Contractor certifies that it has established administrative policies as required by 42 CFR § 93.103.

G. Procurement of recovered materials.

Company and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216)

Recipients and subrecipients are prohibited from obligating or expending grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain,

equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in 2 CFR 200.216, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Article XVI – Changes

The Contract may be modified or amended if the amendment is made in writing and signed by both Parties.

Article XVII – Retention and Access to Records

Contractor shall retain records pertinent to this project for 3-years after the end of the project unless any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period. In the case of any of these actions, records shall be retained until all actions have been resolved. Recipient agrees to provide CSTE, the Comptroller General of the United States, and if appropriate, the State, through their duly authorized representative, access to and the right to examine all records, books, papers, or documents which are related to this project.

Article - XVIII – Clean Air Act and Federal Water Pollution Control Act

If the agreed to price of this Contract exceeds \$150,000, Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

Article XIX – Smoke-Free Workplace

Contractor agrees to provide a smoke-free workplace and promote the nonuse of tobacco products. Workplace is defined to mean office space (including private offices and other workspace), conference or meeting rooms, corridors, stairways, lobbies, restrooms, cafeterias, and other public spaces.

Article XX – Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS)

Contractor must disclose, in a timely manner in writing to CSTE (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. (2 CFR 200.113)

Disclosures must be sent in writing to CSTE and to the HHS OIG at the following addresses:

CSTE Office of Grants and Contracts

ATTN: Jackie McClain, Director, Grants and Contracts
2635 Century Parkway Suite 700
Atlanta GA 30345 Email: jmcclain@cste.org

U.S. Department of Health and Human Services Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW Cohen Building, Room 5527

Washington, DC 20201

Email: grantdisclosures@oig.hhs.gov

Article XXI – Confidentiality

Both Parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other Party's business. Both Parties agree to treat all such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract.

Article XXII – Severability

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Article XXIII - Warranty

Contractor shall provide that any services provided under this Contract will meet, or exceed, the local standard of similar service providers in the community. Further, any products provided under this Contract shall meet the merchantability and fitness standards for the intended purpose.

[END OF TERMS AND CONDITIONS]