



**Request for Proposals
October 9, 2026**

Train the Trainer Evaluation Support

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 APHA is issuing this Request for Proposals to provide evaluation support for a train the trainer program. seeks a qualified consultant or firm to support a mixed methods evaluation of a train-the-trainer program. The evaluation will assess program implementation, participant learning, trainer preparedness, and application of training content. Findings will guide program improvement and inform future training efforts It is our intention to obtain services, as specified in this Request for Proposals, through a Contract between the successful Offeror and the APHA.
- 1.1.2 We intend to make a single award as a result of this RFP.
- 1.1.3 Offerors, either directly or through their sub-contractors, must be able to provide all services and meet all of the requirements requested in this solicitation.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

APHA - American Public Health Association

Offeror – An entity that submits a proposal(s) in response to this RFP.

Contract – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A and other applicable attachments.

Contract Monitor (CM) – The representative for this project that is primarily responsible for Contract administration functions, including issuing written direction, contract modification, invoice approval, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the Contract and in achieving on budget/on time/within scope completion of the project.

Contractor – The selected Offeror that is awarded a Contract by the APHA.

Normal Business Hours - Normal business hours are 9:00 a.m. – 5:00 p.m. Monday through Friday except for federal holidays.

Procurement Officer – The APHA representative for the resulting Contract. The Procurement Officer is responsible for the Contract and is the only individual who can authorize changes to the Contract. APHA may change the Procurement Officer at any time by written notice to the Contractor.

RFP – Request for Proposal(s)

1.3 Contract Type

The Contract(s) resulting from this RFP shall be a fixed price agreement.

1.4 Contract Duration

The Contract resulting from this RFP shall be for a period of six months beginning on or about November 16, 2026 and ending April 30, 2027. The Contractor shall provide services upon receipt of a Notice to Proceed from the Contract Monitor.

1.5 Procurement Officer and Contract Monitor

The Procurement/Contract Officer is:

Kiaira Smith, MPH
American Public Health Association
Division of Public Health Policy and Practice
800 I Street N.W.
Washington, D.C. 20001
Email: education@apha.org

APHA may change the Procurement Officer at any time by written notice.

1.6 Questions

Written questions from prospective Bidders will be accepted by the Procurement Monitor through October 23, 2026 and should be sent via email to education@apha.org. Reference this RFP in the subject line.

1.7 Proposal(s) Bids Due (Closing) Date

The proposals must be received by the Contract Monitor no later than November 6, 2026 in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Contract Monitor. Proposals received after November 6, 2026 will not be considered.

Proposals may be modified or withdrawn by written notice received by the Contract Monitor before the time and date set for the opening.

Proposals must be submitted via this [link](#) as separate files.

- Transmittal Letter and Executive Summary
- Technical Proposal (Workplan)
- Financial Proposal (including signature page 13)
- Resume/CVs
- Federal Funds Certifications Requirements Signature Page (page 21)
- Attachments/Appendices (as necessary not required)

1.9 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of the proposal. This period may be extended at the Contract Monitor's request only with the Offeror's written agreement.

1.10 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, addenda will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Contract Monitor to have obtained this RFP. Addenda made after the due date for bids will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all addenda to this RFP issued before the bid due date must accompany the proposal in the Transmittal Letter accompanying the Offer/Proposal. Acknowledgement of the receipt of addenda to the RFP issued after the bid due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of addenda does not relieve the Offeror from complying with its terms, additions, deletions or corrections.

1.11 Cancellations

APHA reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP.

1.12 Incurred Expenses

The APHA will not be responsible for any costs incurred by any Offeror in preparing and submitting a proposal or in performing any other activities relative to this solicitation.

1.13 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the bid must be included in the proposal. Identification of the subcontractor(s) shall not relieve the selected Offeror of the responsibility for all products and services required by this RFP.

1.14 Mandatory Contractual Terms

By submitting a Bid in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as Attachment A. Any exceptions to this RFP, the Contract or other attachments must be raised prior to bid submission. Changes to the solicitation or Contract made by the Offeror may be a factor in APHA's evaluation and could result in bid rejection.

1.15 Federal Funding Acknowledgement

This contract ☒ does / ☐ does not contain federal funds. If contained, the source of these federal funds is: Centers for Disease Control and Prevention. Acceptance of this agreement indicates your intent to comply with all conditions, which are part of this agreement.

SECTION 2 – SCOPE OF WORK

2.1 Purpose

The APHA is issuing this solicitation for the purposes outlined in Section 1.1 of this RFP. The Offeror should identify how they will support APHA evaluate a train the trainer program for a cohort of 20-25 participants.

2.2 Scope of Work - Requirements

The selected contractor will collaborate with APHA to:

- Develop an evaluation plan outlining evaluation questions, qualitative and quantitative metrics, data collection methods, and an implementation timeline.
- Develop and administer trainer surveys to assess changes in knowledge, confidence, training readiness, and satisfaction.
- Conduct key informant interviews with trainers to explore training experiences, implementation barriers, and opportunities for improvement.
- Assess subsequent training delivery and use of program materials, as feasible within the evaluation period.
- Analyze and integrate findings to identify strengths, areas for improvement, and actionable recommendations.

Evaluation metrics may include level of satisfaction with training preparation, changes in knowledge and confidence and the number of subsequent trainings delivered. It should also examine perceived relevance, trainer preparedness, implementation experiences, and contextual factors influencing application of the subject matter. The contractor must describe procedures for protecting participant confidentiality and securely managing evaluation data.

Deliverables

1. Evaluation plan and data collection instruments.
2. Periodic progress updates and preliminary findings.
3. Final evaluation report with methods, findings, limitations, and recommendations.
4. One-page summary of key findings.
5. PowerPoint presentation summarizing results and recommendations (using the APHA brand).

2.3 Payment Type

Payments will be made as partial payments as set forth herein. Payments will be made based on the invoice schedule developed once the contract is awarded.

2.4 Invoicing

General

- (a) All invoices for services shall be signed by the Contractor and submitted to the Contract Monitor, identified in the Information Summary Sheet and in Section 1.5, and include the following information:
- Contractor name,
 - Remittance address,
 - Federal taxpayer identification number (or if sole proprietorship individual's social security number),
 - Invoice period,
 - Invoice date,
 - Invoice number,
 - Contract number,
 - Dunn and Brad number,
 - Goods or services provided/progress made,
 - Cost vs. budget line item with variances explained,
 - Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The APHA reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

2.5 Award Conditions (Applicable to federal grant funded contract only. Delete if not applicable.)

2.5.1 Contractors who are submitting an Offer that will be funded through a **federal grant award** to APHA must sign the Federal Fund Requirements and Certifications document after the award has been made. Attachment B.

SECTION 3 – PROPOSAL FORMAT

3.1 Submission

Offerors shall submit proposals as separate files as listed below.

3.2 Labeling

Each file should be labeled accordingly.

- Transmittal Letter and Executive Summary
- Technical Proposal (Workplan)
- Financial Proposal (including signature page 13)
- Resume/CVs
- Federal Funds Certifications Requirements Signature Page (page 21)
- Attachments/Appendices (as necessary, not required)

3.3 Proposal Completion

The Proposal shall contain all information as requested. If Offeror fails to do so, the submission will be rejected.

3.4 Additional Required Submissions

3.4.1 Transmittal Letter

A transmittal letter shall accompany the Proposal. The purpose of this letter is to transmit the Proposal and acknowledge capacity to carry of the proposed work. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

3.4.2 Completed Financial Proposal Signature Page (Attachment A)

3.4.3 Federal Funds Requirements and Certifications Signature (Attachment B)

3.4.4 Other Required Documentation

References

- (a) Three current references for work of a similar scope and size. Each reference must include name of contact, address, telephone number and e-mail address.
APHA reserves the right to contact and consider references obtained through other means.

Subcontractors

Offerors shall identify all subcontractors and the role these subcontractors will have in the performance of the Contract. After award of the Contract, subcontractors may not be changed without prior written approval of APHA.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit proposals in separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I-Technical Proposal and Volume II-Financial Proposal shall be separate from one another but submitted together. Each Volume shall be so identified. The two Volumes shall be submitted together under one label bearing:

- The RFP title,
- Name and address of the Offeror,
- The volume number (I or II), and

The format of the above proposal volumes shall be as follows:

1. Shall not exceed six pages (not including CVs, appendices, of other attachments.)
2. Text shall be printed using a font size no less than 12.
4. Page margins shall be a minimum of 1-inch top, bottom and each side.

4.3 Delivery

4.3.1 Proposals will only be accepted via the submission link [here](#).

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing will only be included in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

The RFP sections are numbered for ease of reference, i.e., Section 1 Title and Table of Contents, Section 2 Transmittal Letter, Section 3 Executive Summary, etc. In addition to the instructions below, the Offeror's Technical Proposal should be organized and numbered in the same manner as this RFP. This Proposal organization will allow APHA and the Evaluation Committee to "map" Offeror responses directly to RFP requirements by Section number.

4.4.2 The Technical Proposal shall include the following in this order:

4.4.2.1 Title and Table of Contents

The Technical Proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents shall follow the title page for the Technical Proposal organized by Section, sub-section and page number.

4.4.2.2 Claim of Confidentiality (as needed)

Information which is claimed to be confidential is to be noted by reference and included after the Title page and before the Table of Contents, and if applicable, also in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included.

4.4.2.3 Transmittal Letter (uploaded as a separate file with the executive summary)

A transmittal letter shall accompany the Technical Proposal. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

4.4.2.4 Executive Summary (limited two pages maximum)

Offerors shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary". Offerors shall clearly demonstrate an understanding of the objectives and goals of APHA as well as an understanding of the Scope of Work. This section should also include an analysis of the effort and resources, which will be needed to realize APHA's objectives.

4.4.2.5 Proposed Work Plan

- a. Offerors shall give a definitive description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. It shall include the specific methodology and techniques to be used by Offerors in providing the required services as outlined in Section 2 of the RFP under sub-section 2.2 Scope of Work-Requirements. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Product deadlines considered contract deliverables must be recognized in the Work Plan.

4.4.2.6 Qualifications and Capabilities

Offerors shall include information on past experience with similar projects and/or services. Offerors shall describe how their organization and that of the subcontractors can meet the requirements of this RFP and shall include the following:

- a. An overview of the Offeror's experience and capabilities providing similar services. This description shall include:

4.4.2.7 Experience and Qualifications of Proposed Staff

Offerors shall describe how the proposed staff's (contractor's and subcontractor's) experience and qualifications relate to their specific responsibilities as detailed in the Work Plan. Include individual resumes for the key personnel who are to be assigned to the project if the Offeror is awarded the Contract. Include resumes as an attachment.

5.0 Volume II - Financial Proposal (Budget)

The Financial Proposal shall contain all price information using guidance in **Attachment A**. Be sure to include the signature page with the budget.

6.0 Selection Procedures

6.1 In General

The Contract will be awarded in a competitive manner. The competitive proposals method allows for discussions and revision of proposals during these discussions; thus, APHA may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, APHA also reserves the right to make an award without holding discussions.

In either case, APHA may determine an Offeror to be not responsible and/or an Offeror's proposal to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of proposals and prior to Contract award.

Proposals are usually evaluated by a committee, which then makes a recommendation for award to the Procurement Officer. However, the Procurement Officer may evaluate proposals without a committee and recommend an Offeror for award. In either case, the Procurement Officer, with the concurrence of the Executive Director of APHA or designee, will make the final determination for award.

6.1.2 Selection Process Sequence

Technical proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of APHA's requirements and the Offeror's ability to perform and to facilitate arrival at a Contract that is most advantageous to APHA. For scheduling purposes, Offerors should be prepared to make an oral presentation and participate in discussions.

Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal. Proposals are given a final review and ranked.

The financial proposal of each qualified Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of qualified Offerors, the evaluation committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire proposal.

When in the best interest of APHA, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs). However, APHA may make an award without issuing a BAFO.

Award Determination

Upon completion of all discussions and negotiations, reference checks, and site visits (if any), the Procurement Officer will recommend award of the Contract to the responsible Offeror(s) whose proposal(s) is determined to be the most advantageous to APHA considering technical evaluation factors and price factors as set forth in this RFP.

SECTION 6 - ATTACHMENTS

ATTACHMENT A – FINANCIAL PRICING INSTRUCTIONS AND PROPOSAL FINANCIAL PAGE

Proposal page must be completed and submitted with the proposal.

ATTACHMENT B – FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS

APHA requires that the Federal Funds Requirements and Certifications be signed and submitted with each Proposal that contain federal funds (see 1.15).

FINANCIAL INSTRUCTION PAGE

Instructions

In order to assist Offerors in the preparation of their financial proposal and to comply with the requirements of this solicitation, Financial Instructions and a Financial Proposal Page have been prepared. Offerors shall submit their financial proposal on the page in accordance with the instructions on the page and as specified herein. Do not alter the page or the financial proposal page shall be rejected. The Financial Proposal Page is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

The Financial Proposal page is used to calculate the Offeror's TOTAL PRICE PROPOSED. Follow instructions carefully when completing your pricing page.

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the APHA will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) Any goods or services required through this RFP and proffered by the Bidder at **No Cost to the APHA** must be clearly entered as \$0.00 in either the Unit Price and, if appropriate, the Extended Price.
- E) Every blank in the financial proposal page shall be filled in.
- F) Except as instructed on the Page, nothing shall be entered on the financial proposal that alters or proposes conditions or contingencies on the prices.
- G) It is imperative that the prices included on the Financial Proposal have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Page.
- H) Bidders should delineate cost of overhead and profit in percentage terms.

FINANCIAL PROPOSAL PAGE- Attachment A (cont.)

Bidders/Offerors should complete the bottom portion of this form and include it with their financial information/budget

Submitted By: _____
Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company Name: _____

Company Address: _____

Location(s) from which services will be performed (City/State): _____

FEIN: _____

Telephone: (_____) _____ -- _____

Fax: (_____) _____ -- _____

eMail: _____ @ _____

Attachment B

FEDERAL FUNDS REQUIREMENTS AND CERTIFICATIONS APPLICABLE TO ALL FEDERAL CONTRACTS

Compliance with Federal Laws and Regulations

The Contractor's use of funds under this Agreement is subject to the directives of and full compliance with the 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all of the requirements set forth therein.

A) Audits of States, Local Governments and Non-Profit Organizations Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (including APHA and the Contractor) which expend an aggregate total of \$500,000 or more in federal assistance in any given year shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) Circular A-133. All Contractor audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the American Public Health Association, 800 I Street, N.W., Washington, DC 20001-0036, attn: Chief Financial Officer.

B) Rehabilitation Act Certification

It is the policy at APHA to provide equal employment and advancement to all qualified individuals. To achieve this goal, we are dedicated to taking affirmative action to employ and advance in employment qualified women, minorities, disabled persons, disabled veterans, recently separated veterans and other protected veterans, in compliance with Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, 5 U.S.C. §790 (the "Rehabilitation Act"), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. §4212 ("Section 4212" or VEVRAA) and the implementing regulations thereof. Further, the equal employment opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-250.5(a) and 41 CFR 60-741.5(a) are hereby incorporated by reference into all transactions between APHA and the Contractor. All Contractors must comply with Sections 503 and 504 of the Rehabilitation Act, the conditions of which are summarized below.

Agreements involving \$10,000 or more in federal funds (on any level) must include the requirements of Sections 503 and 504 of the Rehabilitation Act.

Section 503 of the Rehabilitation Act requires recipients to take affirmative action to employ and advance in employment qualified disabled persons. An affirmative action program must be prepared and maintained by all Contractors with 50 or more employees and one or more federal contracts or subcontracts valued at \$50,000 or more.

Pursuant to the requirements of Section 504 of the Rehabilitation Act, the following clauses must appear in contracts of \$10,000 or more:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of actual or perceived physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their actual or perceived physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to Section 504 of the Rehabilitation Act.
- 3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
- 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, information regarding the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- 5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- 6) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Rehabilitation Act, so that such provisions will be binding upon each subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any

changes needed in four general areas of operation: programs, activities, facilities, and employment.

C) **Civil Rights Act Certification**

All Contractors must comply with Title VI of the Civil Rights Act of 1964. There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975. For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or actual or perceived disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause, pursuant to OMB Circular A-110, E.O. 11246, "Equal Employment Opportunity" as amended by 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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D) **Salary Limitations Requirement, Consolidated Appropriations Act, 2012 (P.L. 112-**

All Contractors receiving funds from SAMHSA (Substance Abuse and Mental Health Services Administration), AHRQ (Agency for Healthcare Research and Quality), or NIH (National Institute of Health) pursuant to FY2012 grants where the initial issue date of the grant is on or after January 23, 2012 are prohibited from paying any direct salary at a rate in excess of Executive Level II per year. (This includes, but is not limited to, Contractors operating under Substance Abuse Prevention and Treatment grants, Community Mental Health Block Grants, and NIH research grants.) For FY2012 awards issued on or before December 22, 2011, the effective salary limitation remains at Executive Level 1.

E) **Human Subjects Research Certification, Federal Policy for the Protection of Human Subjects, 45 CFR part 46**

For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research.

F) **Limited English Proficiency Certification, 67 FR 41455, Executive Order 13166**

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Policy guidance issued by the Office of Civil Rights, Department of Health and Human Services on August 4, 2003.

G) Drug Free Workplace Certification

The Drug-Free Workplace Act of 1988: 42 U.S.C. 701 *et seq.*, and Part II of May 25, 1990 Federal Register (pages 21681 – 212691) (the “Drug Free Workplace Act”) require that the Contractor certify that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying APHA in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to APHA, unless the applicable Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected contract;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

In addition, the Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violation of the prohibition. (For the purposes of the Drug Free Workplace Act, alcohol is not considered a controlled substance.) The Contractor shall give a copy of the statement to each employee who will be involved in grant-supported activities and notify those employees that they are expected to abide by the statement. For the purposes of the Drug Free Workplace Act, "employees" include consultants and temporary personnel (but not volunteers), who are directly engaged in work under the grant and who are on the Contractor's payroll. The Contractor should maintain on file the address of each site where work is performed under the grant.

H) No Smoking Certification

Public Law 103-227, also known as the Pro-Children Act of 1994 (the "Pro-Children Act"), prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, 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 also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children program ("WIC") coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subcontractors shall certify accordingly.

I) No Lobbying Certification, 49 CFR Part 20

Pursuant to OMB Circular A-110, the Contractor will certify to APHA that it has not and will not use federal funds for the purpose of lobbying or in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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, or an employee or Member of a state or local legislative body 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the contract documents for all subcontracts at all tiers and that all subcontractors 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 \$10,000 and not more than \$100,000 for each such failure.

J) Standards for Privacy of Individually Identifiable Health Information

The "standards for Privacy of Individually Identifiable Health Information" (the "Privacy Rule") implement the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d *et seq.* ("HIPAA"), which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by the Health and Human Services (HHS) Office of Civil Rights ("OCR") and is codified at 45 CFR parts 160 and 164. Not all HHS funding recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.

The OCR website (<http://www.hhs.gov/ocr/hipaa>) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Website at <http://privacyruleandresearch.nih.gov/>.

K) Environmental Regulations

Pursuant to OMB Circular A-110, the 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.*).

L) Auditing Requirements

The Contractor agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If the Contractor is not required to undergo an audit pursuant to OMB Circular A-133 because the Contractor receives, in the aggregate, less than \$500,000 in federal assistance in a single year, the Contractor will certify to APHA that it is not so required. If the Contractor is required to undergo an audit pursuant to OMB Circular A-133, the Contractor will undergo the required audit and agrees to send a copy of its most recent OMB A-133 audit report and any management letters to APHA.

The Contractor will also ensure that appropriate corrective action is taken within six months after receipt of the audit report in instances of non-compliance with Federal law and regulations.

M) Rights under National Labor Relations Act

Pursuant to executive Order 13496, regulations 29CFR Part 471, Contractors (and any subcontractors) must notify employees about their rights under the National Labor Relations Act (“NLRA”). The NLRA is the privacy law governing relations between unions and employers in the private sector, and guarantees the right of employees to organize and to bargain collectively with their employers, and to engage in other protected concerted activity with or without a union, or to refrain from all such activity. Additionally, Contractors and any subcontractors shall be required by the terms of the applicable Agreement to post the notice.

Excluded Individuals/Entities Requirement

APHA will not contract with anyone who is listed as an excluded individual or entity on the Excluded Parties List maintained by the Department of Homeland Security (<http://epls.arnet.gov/>).

The Contractor agrees that it will comply with federal provisions (pursuant to Subsections 1128 and 1156 of the Social Security Act and 42 CFR 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the Excluded Parties List. By executing this Agreement, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of any Agreement, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on such Agreement, and to notify APHA immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee. APHA as a federal grant recipient is prohibited from using a Contractor who is considered by the federal government as a suspended or debarred vendor. OMB Circular A-110, E.O.s 12549 and 12689, “Debarment and Suspension.”

Signature Page – Federal Funds Certifications and Requirements

By signing this page and executing this Agreement the Contractor agrees to comply with all certifications and requirements of federal law as specified in Attachment B of this Agreement.

SIGNATURE: _____

NAME: _____

DATE: _____

TITLE: _____

ORGANIZATION: _____