



## **WORK ORDER**

### **Project Specific Terms and Conditions**

This Work Order, dated May 17, 2016, is made by and between APHL and the Contractor to authorize and allow the Contractor to work on the Project. All capitalized terms are defined in Section 1 below.

#### **Background**

- I. Under the Cooperative Agreement, APHL has been approved to conduct the Project as part of the overall services to be provided under the terms of the Notice(s) of Award from the Funding Agency for the current Cooperative Agreement funding year.
- II. The Contractor desires to work on the Project and has notified APHL of its interest, and, in accordance with APHL's procurement requirements for a matter of this size, APHL selected the Contractor to provide the services and goods for the Project.
- III. The Parties agree that the Contractor's work on the Project will be subject to the terms and conditions specified in this Work Order.

#### **Agreement on Project Specifics**

##### **1. Definitions.**

- A. The following definitions apply to capitalized terms used in this Work Order:

<b><u>Capitalized Term</u></b>	<b><u>Meaning</u></b>
<b><u>"Agreement"</u></b>	Collectively, this Work Order, the Standard Terms and Conditions and any Cooperative Agreement Funding Conditions, together with any other attachments, exhibits or appendices incorporated into this Work Order by reference
<b><u>"APHL"</u></b>	The Association of Public Health Laboratories, Inc., a nonprofit corporation organized under the laws of the District of Columbia
<b><u>"Contractor"</u></b>	San Antonio Metropolitan Health District, a governmental entity or administrative unit of Texas
<b><u>"Cooperative Agreement"</u></b>	Cooperative Agreement Number 1U60OE000103 (CFDA No. 93.322) with the Centers for Disease Control and Prevention (CDC) of DHHS

<b><u>Capitalized Term</u></b>	<b><u>Meaning</u></b>
<b><u>“Cooperative Agreement Funding Conditions”</u></b>	All of the Cooperative Agreement funding conditions imposed by the Funding Agency as specified on Exhibit A to this Work Order
<b><u>“Deliverables”</u></b>	All of the deliverables due to APHL (or to the Funding Agency or another party, if applicable) specified in Section 4 of this Work Order
<b><u>“End Date”</u></b>	June 30, 2016
<b><u>“FFATA”</u></b>	The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended
<b><u>“Final Invoice Due Date”</u></b>	July 15, 2016
<b><u>“Funding Agency”</u></b>	Centers for Disease Control and Prevention (CDC)
<b><u>“Master Agreement”</u></b>	As of the Agreement Date, APHL and the Contractor are not party to a Master Agreement and all references to “the Master Agreement” in this Work Order and the Standard Terms and Conditions are inapplicable and of no force or effect.
<b><u>“Materials”</u></b>	All articles, reports, and other materials produced by the Contractor pursuant to this Work Order
<b><u>“Maximum Compensation Amount”</u></b>	The maximum amount of compensation payable by APHL to the Contractor specified in Section 5.A of this Work Order is \$3,000
<b><u>“Maximum Travel and Expense Reimbursement Amount”</u></b>	None. No travel or expense reimbursement is authorized (other than any travel or expenses reimbursement specifically included in the Work and reflected as part of the Maximum Compensation Amount) and APHL will not reimburse the Contractor for any travel or other non-routine expenses.
<b><u>“Parties” or “Party”</u></b>	Collectively, APHL and the Contractor, and individually, either APHL or the Contractor
<b><u>“Project”</u></b>	The Contractor will support diagnostic test development by shipping residual serum specimens that tested positive for syphilis for a repository hosted at CDC.
<b><u>“Standard Terms and Conditions”</u></b>	All of the terms and conditions specified (i), if the Parties have a Master Agreement, in the Master Agreement or (ii), if there is no Master Agreement between the Parties, on Exhibit B to this Work Order
<b><u>“Start Date”</u></b>	May 23, 2016

<u>Capitalized Term</u>	<u>Meaning</u>
<u>“Work”</u>	The services to be provided by the Contractor specified in Section 3.A of this Work Order

B. Other capitalized terms used in this Work Order have the meaning given to those terms either (i) in one of the other Sections of this Work Order below or (i) in the Standard Terms and Conditions.

**2. Project Term; Specific Terms and Conditions of the Work.**

A. The term of this Work Order will begin on the Start Date. It will conclude when the Contractor completes its responsibilities. The Contractor will complete its responsibilities no later than the End Date.

B. The Contractor will conduct the Work, and the Parties will fulfill their respective obligations in accordance with the specifications and other terms and conditions contained in the Agreement.

C. In the event that the component documents that make up the Agreement contain conflicting terms or conditions, the following priority will apply:

- i. The terms and conditions specified in the Cooperative Agreement Funding Restrictions will prevail over this Work Order, the Standard Terms and Conditions and any other attachment, exhibit or appendix;
- ii. The terms and conditions specified in this Work Order will prevail over the Standard Terms and Conditions and any other attachment, exhibit or appendix; and
- iii. The terms and conditions specified in the Standard Terms and Conditions will prevail over any other attachment, exhibit or appendix.

**3. Services to be Provided by the Contractor.**

A. The Contractor will provide all of the services, materials, equipment, facilities, and personnel required to perform the Work outlined in the statement of work dated April 22, 2016 which is attached to this Work Order as Exhibit C and is incorporated by reference.

B. [Intentionally omitted.]

C. The Contractor will provide APHL with the following Deliverables:

- i. one electronic copy of specimen receipt at CDC

4. **Schedule of Deliverables.** The Contractor will complete the Work according to the schedule in the table below.

<b><u>Milestone or Deliverable</u></b>	<b><u>Completion Date</u></b>
Confirmation of Receipt of Specimens at CDC	June 30, 2016

A. APHL will review and approve or reject the final version of the Deliverable or the Work within twenty business days after delivery by the Contractor. APHL will notify the Contractor in writing of its (or, if applicable, the Funding Source’s) acceptance or rejection. If APHL fails to respond within this timeframe, the Contractor may assume that APHL approves the Deliverable or the Work.

B. If a Deliverable or the Work is not acceptable, APHL will provide the Contractor with a written explanation. The Contractor will have ten business days to correct the deficiencies to the reasonable satisfaction of APHL (the Contractor acknowledges that if the Funding Source disapproves of any correction, APHL will have reasonable grounds to require further correction). If the Deliverable or the Work remains unacceptable to APHL after two cycles of providing edits and comments to the Contractor, APHL may deem the Contractor to be in default of this Agreement.

5. **Compensation.**

A. As compensation for all services performed pursuant to this Work Order, APHL will pay the Contractor an amount not to exceed the Maximum Compensation Amount specified in Section 1 of this Work Order, allocated as shown in the table(s) in this Section 5 below.

B. [Intentionally omitted.]

<b>Sample</b>	<b>Rate</b>
Approved Residual Syphilis Specimen	\$50/specimen

C. APHL will pay compensation in response to invoices submitted by the Contractor. The Contractor will ensure that each invoice includes a detailed statement of the services provided. APHL will pay the undisputed portion of each invoice within 30 days after receipt of the invoice by APHL. **The Contractor must submit the final invoice to APHL by the Final Invoice Due Date. If the final invoice is not received by the Final Invoice Due Date APHL will have the right, in its sole and arbitrary discretion, not to pay the invoiced amount.** The Contractor releases APHL from and waives all claims of any nature for non-payment of the final invoice based upon the

Contractor’s failure to submit all reimbursement requests by this date. The Contractor will submit invoices to APHL according to the following schedule:

<u>Payment Amount*</u>	<u>Invoice Date</u>
As invoiced, up to the remaining balance of the Maximum Compensation Amount	Upon confirmation of receipt of specimens at CDC

\* = The total compensation paid by APHL to the Contractor for the Work may not exceed the Maximum Compensation Amount.

D. The Contractor will send invoices to:

Anne Gaynor, Manager HHST  
 APHL  
 8515 Georgia Avenue, Suite 700  
 Silver Spring, MD 20910  
 P: 240.485.2739  
 F: 240.485.2700  
 E: anne.gaynor@aphl.org

E. APHL is not responsible for payment of any amount other than those charges specifically set forth in this Agreement, unless the Contractor has obtained APHL’s written approval prior to incurring the charge.

F. In addition to the compensation authorized for the Contractor’s services, APHL will reimburse the Contractor for travel and other non-routine direct expenses, up to an amount not to exceed the Maximum Travel and Expense Reimbursement Amount (if the definition of Maximum Travel and Expense Reimbursement Amount in Section 1.A. indicates that no reimbursement is authorized then this Section 5.F. and Sections 5.G. and 5.H. below are inapplicable and of no force and effect). Expenses will be reimbursed at cost. Expense reimbursement requests must be accompanied by receipts or other records of the actual costs incurred. Reimbursement of travel expenses is subject to the following conditions:

- i. all travel must be approved in advance by APHL;
- ii. to the maximum extent possible, the Contractor will utilize APHL’s travel agency, EWA Travel to make travel arrangements and to purchase tickets (Marika Delgado serves as APHL’s primary contact at EWA Travel and she may be reached by email at [marika@ewatravel.com](mailto:marika@ewatravel.com) or by telephone at 800.705.8580 (or +1.520.797.0291 if calling from outside of the US));
- iii. the Contractor must purchase airfare at least 14 days in advance (if feasible) and make other efforts to minimize the costs to APHL;

- iv. travel expenses are paid at the rates and standards authorized for travel by APHL staff; and
- v. if travel is undertaken for APHL business and for the Contractor's other business or personal interests, only a proportionate share of the total expense may be billed to APHL.

**G.** The Contractor must submit all invoices and reimbursement requests to APHL the earlier of (i) 30 days after the completion of the authorized travel or (ii) the Final Invoice Due Date, to receive reimbursement for expenses. The Contractor, by its signature to this Agreement, releases APHL from and waives all claims of any nature for non-payment based upon the Contractor's failure to submit all invoices by this date.

**H.** The Contractor will not be entitled to any advances for travel expenses without prior express, written authorization from APHL's Grants Department or its Legal Department. If any advance is authorized, the Contractor will have no more than 30 days from the date that the approved travel is completed to provide APHL with the documentation APHL may request to reconcile expenses or charges incurred against the travel advance. In the event that the Contractor does not provide the requested documentation, APHL will have the express right, in its sole discretion, either (i) to offset the amount of the travel advance against authorized payments due to the Contractor under this Work Order or any other work order or agreement that APHL may have with the Contractor at the time or (ii) to request a return of all or a portion of the travel advance to APHL and to charge the Contractor the maximum interest allowed under District of Columbia law should the Contractor fail to return the travel advance within 30 days of APHL's request.

**6. Subcontractors.** The Contractor has not identified any subcontractors as of the Agreement Date. The Contractor will comply with the notice and approval requirements set out in the Standard Terms and Conditions prior to authorizing any subcontractor to work on the Project.

**7. FFATA Reporting Requirements.** The Maximum Compensation Amount is less than \$25,000 and/or the Contractor is an individual and, as a result, there are no reporting requirements imposed by FFATA to the Work under this Work Order.

**8. Copyright & Intellectual Property Rights.**

**A.** All Materials are a "work made for hire" under United States copyright law. APHL will be the exclusive owner of all copyright and proprietary rights to the Materials. If the Materials do not constitute work made for hire as a matter of law, the Contractor, by its signature to this Agreement, transfers and assigns all rights in the Materials to APHL. The Contractor also hereby assigns to APHL and/or waives any claim that Contractor might now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit morale" in connection with the Materials. The Contractor will provide any further documentation of these transfers that APHL

requests. The Contractor will secure the same agreement from all independent contractors performing services in connection with the Contractor's performance under this Work Order.

**B.** The Contractor represents and warrants that:

- i.** the Contractor is solely responsible for the creation of the Materials;
- ii.** the Materials are original and have never been published (except for material subject to copyright for which the Contractor has obtained permission to use);
- iii.** the Materials do not infringe upon any copyright, trademark, or other proprietary right, violate any right of privacy, or contain libelous material; and
- iv.** the Materials contain only information and data that is true and accurate to the best of the Contractor's knowledge, belief, and expertise.

**C.** Upon termination of this Work Order, the Contractor will immediately deliver to APHL all print and electronic materials provided or owned by APHL.

**9. Additional Services.** If either Party determines that additional services related to the Project might be desirable, the Contractor will prepare an estimate of the work required to complete the additional services and the projected cost of this work. If this estimate is acceptable to APHL, APHL will prepare a written amendment to this Work Order. The Contractor will not perform the additional, proposed work unless this amendment has been duly signed by both Parties.

**10. Notices.** Any notice or request under this Work Order must be in writing **and must reference the APHL Agreement Number identified at the top of each page.** A Party may send notices (i) personally, (ii) by mail, with first class postage prepaid, certified and return receipt requested, or (iii) by delivery through a nationally recognized overnight delivery service, with confirmed delivery and charges prepaid or billed to shipper. A notice or request must be sent to addressees shown below, unless a different address or addressee is specified in writing by the receiving Party. On the same day that a notice is



placed in the mail or with an overnight delivery service, a complete copy will also be transmitted by the sending Party to the receiving Party via email or facsimile.

<u>APHL</u>	<u>The Contractor</u>
<p>Scott J. Becker, MS, Executive Director                      APHL                      8515 Georgia Avenue, Suite 700                      Silver Spring, MD 20910                      P: 240.485.2745                      F: 240.485.2700                      E: scott.becker@aphl.org</p> <p><i>With a copy to:</i></p> <p>Troy Willitt, General Counsel                      APHL                      8515 Georgia Avenue, Suite 700                      Silver Spring, MD 20910                      P: 240.485.2716                      F: 240.485.2700                      E: troy.willitt@aphl.org</p>	<p>Vincent Nathan, PhD, MPH, Interim Director of Health                      San Antonio Metropolitan Health District                      332 W Commerce Street                      San Antonio, TX 78205                      P: 210.207.8730                      F: 210.207.2159                      E: Vincent.Nathan@sanantonio.gov</p>

11. **Work Order Administrators.** The following individuals are authorized to administer this Work Order on behalf of the respective Parties:

<u>APHL</u>	<u>The Contractor</u>
<p>Anne Gaynor, Manager HHST                      APHL                      8515 Georgia Avenue, Suite 700                      Silver Spring, MD 20910                      P: 240.485.2739                      F: 240.485.2700                      E: anne.gaynor@aphl.org</p>	<p>Vincent Nathan, PhD, MPH Interim Director of Health                      San Antonio Metropolitan Health District                      332 W Commerce Street                      San Antonio, TX 78205                      P: 210.207.8730                      F: 210.207.2159                      E: Vincent.Nathan@sanantonio.gov</p>

12. **Survival.** The obligations and rights of the Parties which by their nature would continue beyond the termination or expiration of this Work Order will so survive and will remain in full force and effect regardless of any termination or expiration of this Work Order. These obligations and rights include those set forth in the Section entitled “Copyright & Intellectual Property Rights” above.

*Remainder of page intentionally left blank; signatures on the following page.*



Each Party represents to the other Party that the individual signing below has the legal capacity and proper authority to do so and that, once signed on behalf of the Party, this Work Order will be enforceable against the Party in accordance with its terms and conditions.

**THE ASSOCIATION OF PUBLIC HEALTH LABORATORIES, INC.**

By: \_\_\_\_\_  
Name: Carol Clark, CPA, MS  
Title: Chief Operating Officer

**SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**  
**Cooperative Agreement Funding Conditions**

*See Attached*

**EXHIBIT B**  
**Standard Terms and Conditions**

*See Attached*

**EXHIBIT C**  
**The Contractor's Proposal**

*See Attached*