

Subaward Agreement

This Subaward Agreement is effective as of the date of the later signature indicated below, between the National Environmental Health Association (NEHA) with its principal place of business, 720 S Colorado Boulevard, Suite 105-A, Denver, Colorado 80246 and [Subrecipient Name]. (hereinafter referred to as “Subrecipient”), with its principal place of business at [Subrecipient Address].

WHEREAS, NEHA wishes to hire Subrecipient to perform the services specified herein for NEHA to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for NEHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

- PURPOSE OF AGREEMENT:** Subrecipient agrees to provide the goods and/or services to NEHA to enhance the programmatic activities of [Federal Award Identification Number (FAIN)], CFDA # 93.421, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
- TERM OF AGREEMENT:** The term of the Agreement shall begin on [Start Date] through [End Date], unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto.
- PAYMENT FOR SERVICES:** In consideration for services to be performed, NEHA agrees to compensate the Subrecipient a fixed firm amount of [Amount] for eligible costs. Eligible costs are those previously approved by NEHA. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective date or following the earlier of the expiration or termination of this AGREEMENT. All payments will be made within 30 days of receipt of final invoice from Subrecipient and following approval by NEHA for approved services, as outlined on Attachment I. The invoice shall itemize all completed activities and associated deliverables that have been provided to NEHA. The final invoice must be received by NEHA no later than 10 days after the end date of the Agreement. Payment will be made via ACH transfer to the account supplied by Subrecipient.
- PRIOR APPROVAL FOR CHANGES.** Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of NEHA; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of NEHA.

5. CONTINGENCY. The payment of funds to Subrecipient under the terms of this AGREEMENT shall be contingent on the receipt of such funds by NEHA from applicable federal funding sources and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that NEHA receives from state and federal funding sources is reduced, NEHA reserves the right to reduce the amount of funds awarded under, or to terminate, this AGREEMENT. NEHA also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified in Attachment I below.
6. FINANCIAL MANAGEMENT. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this AGREEMENT in accordance with all applicable federal and state requirements, including without limitation: [(i) the Uniform Guidance, 45 C.F.R. Part 75; (ii) the [HHS Grants Policy Statement]; (iii) the [Title X] statute, regulations and guidelines; and (iv) the Notice of Prime Award].

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NEHA employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. INDEMNIFICATION: Subrecipient agrees to defend, hold harmless and indemnify NEHA and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Subrecipient's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NEHA, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NEHA and its Primary Funder and in particular may be terminated by NEHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NEHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NEHA.
7. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NEHA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.



8. **CONFIDENTIALITY:** *It is expected that Subrecipient will have access to confidential information of NEHA in the performance of services under this Agreement. Subrecipient agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NEHA that could reasonably be considered confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Subrecipient may file information as required to federal, state or local governments, and disclose information to Subrecipient's or NEHA's auditor for audit purposes.*
9. **OWNERSHIP OF MATERIALS:** Subrecipient hereby transfers and assigns to NEHA all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Subrecipient shall inform NEHA in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NEHA, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NEHA in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Centers for Disease Control and Prevention. Subrecipient shall include NEHA in any third party communications and consult with NEHA concerning any programmatic questions.
10. **RESOLUTION OF DISPUTES:** Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the Denver, Colorado before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
11. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NEHA will pay Subrecipient for services rendered through the date of termination.
12. **ENTIRE AGREEMENT:** This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
13. **PARTIAL INVALIDITY:** If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the subrecipient.



- 15. ADDITIONAL FUNDING: Unless prior written authorization is received from NEHA, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
- 16. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NEHA for the time it takes to rectify the situation.
- 17. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth at the top of this agreement. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.
- 18. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NEHA

By: _____
Gail P. Vail, CPA, CGMA
Associate Executive Director, Finance and
Administration
Date: _____

SUBRECIPIENT

By: _____
Name: _____
Title: _____
Date: _____



Attachment I

Scope of Work



Attachment II

Subaward Data

1.	Subrecipient Name	Insert Subrecipient Name
2.	Subrecipient Unique Entity Identifier:	Insert Subrecipient UEI (from being registered in SAMS)
3.	Federal Award Identification Number (FAIN):	NU38OT000300
4.	Federal Award Date of Award to the Recipient by the Federal Agency:	Insert Award Date from the NOA specific to this project.
5.	Subaward Period of Performance Start Date:	Insert Start Date
	Subaward Period of Performance End Date:	Insert End Date
6.	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$Amount
7.	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$ Amount
8.	Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$ Amount
9.	Federal Award Project Description:	National Capacity Building to Advance Environmental Health Professionals and the Public Health System
10.	Name of Federal Awarding Agency:	Department of Health and Human Services
	Name of Pass-Through Entity:	NEHA
	Contact Information for Federal Awarding Official:	Damond Barnes
	Contact Information for NEHA Authorizing Official:	Gail Vail
	Contact Information for NEHA Project Director:	David Dyjack
11.	CFDA Number and Name:	Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health
12.	Identification of Whether Subaward is R&D:	No
13.	Indirect Cost Rate for NEHA Federal Award:	26.2%

