

Summary

Board Bill Number 198

Primary Sponsor: Alderwoman Tammika Hubbard

December 11, 2020

Board Bill Number 198:

- Authorizes the Acting Director of the City of St. Louis Department of Health to accept a Two Hundred Thousand Dollar (\$200,000) grant from the National Foundation for the Centers for Disease Control and Prevention, Inc. (CDC Foundation), with a Project Name of *COVID-19 Care Kits for Faith-Based Communities* and known as Project #1085, to develop messaging and COVID-19 packages for distribution to Communities of Faith, as well as community assessments of the impact of COVID-19 resources and faith based messaging, primarily for persons of color and in those communities hardest hit by the COVID-19 pandemic.
- Authorizes the Acting Director of the City of St. Louis Department of Health, upon approval of the Board of Estimate and Apportionment, to expend funds, which are hereby appropriated for said purpose, by entering into a contract or otherwise for the grant purposes.
- Grant funding will be utilized by the City of St. Louis Department of Health to work with the Clergy Advisory Board (CAB), composed of some 17 faith traditions that include Baptist, Islamic, Ecumenical, Buddhist, Jewish, Christian Methodist Episcopal (CME), African Methodist Episcopal, Non-Denominational, and Church of God in Christ (COGIC), as well as connectors to the community in the Bridges to Care & Recovery Program, Ethical Society, Hope House STL, and the St. Louis Mental Health Board, to develop COVID-19 messaging for the various faith communities; to partner with community-based organizations to package and distribute COVID-19 Prevention and Recovery Packets (consisting of such items as reusable cloth face masks/coverings, hand sanitizers of at least 60% alcohol content, thermometers, and educational materials with faith-based messages (infographics and plain language and translated in the top 5 languages spoken in the City of St. Louis)) for their congregations and for the residents surrounding their places of worship; and to evaluate and document the impact of these efforts.

BOARD BILL NUMBER 198 INTRODUCED BY: ALDERWOMAN TAMMIKA HUBBARD/PRESIDENT LEWIS REED/ ALDERWOMAN PAMELA BOYD ALDERWOMAN CHRISTINE INGRASSIA / ALDERWOMAN BETH MURPHY/ ALDERMAN JACK COATAR/ALDERWOMAN LISA MIDDLEBROOK/ALDERMAN JOSEPH VACCARO

1 An ordinance authorizing and directing the Acting Director of the City of St. Louis
2 Department of Health (DOH) to accept a Two Hundred Thousand Dollar (\$200,000) grant from
3 the National Foundation for the Centers for Disease Control and Prevention, Inc. (CDC
4 Foundation), with a Project Name of *COVID-19 Care Kits for Faith-Based Communities* and
5 known as Project #1085, to develop messaging and COVID-19 packages for distribution to
6 Communities of Faith, as well as community assessments of the impact of COVID-19 resources
7 and faith based messaging, primarily for persons of color and in those communities hardest hit
8 by the COVID-19 pandemic, upon approval by the Board of Estimate and Apportionment, and to
9 expend funds by entering into contracts or otherwise for the grant purposes and containing an
10 emergency clause.

11 **WHEREAS**, the City of St. Louis Department of Health has been working with a collaboration,
12 known as the Clergy Advisory Board (CAB), composed of some 17 faith leaders from faith
13 traditions that include Baptist, Islamic, Ecumenical, Buddhist, Jewish, Christian Methodist
14 Episcopal (CME), African Methodist Episcopal, Non-Denominational, and Church of God in
15 Christ (COGIC), as well as connectors to the community in the Bridges to Care & Recovery
16 Program, Ethical Society, Hope House STL, and the St. Louis Mental Health Board; and

17 **WHEREAS**, the known cases of COVID-19 in the City of St. Louis are 47% higher among
18 African American residents than they are among Caucasian residents of the City of St. Louis
19 (2937.2 per 100,000 for African Americans and 2001.3 per 100,000 for Caucasians on
20 November 30, 2020); the African American mortality rate from COVID-19 in the City of St.

1 Louis is nearly twice the mortality rate for Caucasians in the City of St. Louis (99.3 per 100,000
2 for African Americans and 52.1 per 100,000 for Caucasians on November 30, 2020); and

3 **WHEREAS**, some of the communities hardest hit by COVID-19 are in zip codes with high
4 concentrations of African American and Latinx residents, higher rates of poverty, lower literacy
5 levels, lower access to public and private transportation, high concentrations of person 65 years
6 old and over, and higher numbers of faith communities with strong ties between residents and
7 their places of worship; and

8 **WHEREAS**, one of the most effective ways of reaching populations most in need of support
9 during this time of the COVID-19 pandemic is through faith-based organizations, because they
10 have the trust and respect of the communities where they are located;

11 **WHEREAS**, the City of St. Louis Department of Health recognizes the power of Communities
12 of Faith and their faith leaders across the City, and in particular in communities hardest hit by
13 COVID-19 cases, to be public health champions, and to be engaged in an unprecedented way;
14 and

15 **WHEREAS**, the Clergy Advisory Board (CAB), meeting twice per month, has indicated a desire
16 to better support their congregation members to more safely demonstrate their faith as well as to
17 support the residents surrounding their places of worship through enhanced, culturally and
18 linguistically relevant messaging and prevention resources as part of their outreach ministries in
19 a way that supports COVID-19 mitigation efforts while maintaining spiritual support and
20 resilience; and

1 **WHEREAS**, the City of St. Louis has received a Subcontractor Agreement as a grant from the
2 CDC Foundation for Two Hundred Thousand Dollars (\$200,000) for the period November 2,
3 2020 through July 31, 2021; and

4 **WHEREAS**, the CDC Foundation grant funding will be utilized by the City of St. Louis
5 Department of Health to work with the Clergy Advisory Board (CAB) to develop COVID-19
6 messaging for the various faith communities; to partner with community-based organizations to
7 package and distribute COVID-19 Prevention and Recovery Packets for their congregations and
8 for the residents surrounding their places of worship; and to evaluate and document the impact of
9 these efforts; and

10 **WHEREAS**, the CDC Foundation grant funding is expected to result in the distribution of at
11 least 10,000 COVID-19 care packages (consisting of such items as reusable cloth face
12 masks/coverings, hand sanitizers of at least 60% alcohol content, thermometers, and educational
13 materials with faith-based messages (infographics and plain language and translated in the top 5
14 languages spoken in the City of St. Louis)) within the CAB member congregations and in their
15 immediately surrounding communities; and

16 **WHEREAS**, the CDC Foundation grant funding will also be used by the City of St. Louis
17 Department of Health to determine impact in such anticipated outcomes as increased awareness
18 of the role of faith communities and the public health department to address systemic issues that
19 result in disparate health outcomes, increased trust between participating agencies and the
20 community as well as between participating agencies and the public health department, increased

1 compliance with COVID-19 mitigation strategies (e.g. physical distancing, wearing of face
2 coverings), and sufficient uptake of COVID-19 vaccine to achieve herd immunity.

3 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

4 **SECTION ONE.** The Acting Director of the City of St. Louis Department of Health is
5 hereby authorized and directed, on behalf of the City of St. Louis, upon approval by the Board of
6 Estimate and Apportionment, to accept a grant from the National Foundation for the Centers for
7 Disease Control and Prevention, Inc. (CDC Foundation), with a Project Name of *COVID-19*
8 *Care Kits for Faith-Based Communities* and known as Project #1085, to develop messaging and
9 COVID-19 packages for distribution to Communities of Faith, as well as community
10 assessments of the impact of COVID-19 resources and faith based messaging, primarily for
11 persons of color and in those communities hardest hit by the COVID-19 pandemic. See
12 **Attachment 1.**

13 **SECTION TWO.** The Acting Director of the City of St. Louis Department of Health is
14 hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to
15 expend funds, which are hereby appropriated for said purpose, by entering into contracts or
16 otherwise for the grant purposes.

17 **SECTION THREE.** Emergency Clause.

18 This being an ordinance for the preservation of the public peace, health and safety, it is
19 hereby declared to be an emergency measure within the meaning of Sections 19 & 20 of Article

- 1 IV of the Charter of the City of St. Louis, and therefore, this ordinance shall become effective
- 2 immediately upon its passage and approval by the Mayor.



SUBCONTRACTOR AGREEMENT

<u>Subcontractor:</u>	City of St. Louis Department of Health
<u>Project Number:</u>	1085
<u>Project Name:</u>	COVID-19 Care Kits for Faith-Based Communities

This Agreement (the "Agreement") is entered into on **November 2, 2020** ("Effective Date") by and between the City of St. Louis by and through the City of St. Louis Department of Health, ("Subcontractor") and National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation").

WHEREAS, the CDC Foundation was established by P.L. 102 - 531, 42 U.S.C. § 280e-11, to carry out activities for the prevention and control of diseases, disorders, injuries, and disabilities, and for promotion of public health; and in carrying out these activities, the CDC Foundation engages the services of City of St. Louis Department of Health to meet its obligations to the Centers for Disease Control and Prevention ("CDC") for the purpose of advancing scientific interests and capabilities in the field of public health and aiding or facilitating the work of CDC, as a CDC Foundation subcontractor; and

WHEREAS, the CDC Foundation desires to retain the services of City of St. Louis Department of Health for this project; and

WHEREAS, City of St. Louis Department of Health represents it possesses the requisite experience and expertise to provide CDC Foundation with the services it requires, as a subcontractor and on a non-exclusive basis;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CDC Foundation and City of St. Louis Department of Health hereby agree to the following terms, conditions, standards, and provisions of the contract as follows:

AGREEMENT:

ARTICLE 1 RELATIONSHIP

1.1 **Term**. Unless otherwise terminated as provided herein, this Agreement will commence on the Effective Date and end on **July 31, 2021** ("Termination Date").

1.2 **Relationship**. It is expressly understood that City of St. Louis Department of Health is not an employee or agent of the CDC Foundation or a federal employee, but is an independent contractor to the CDC Foundation. City of St. Louis Department of Health may not exercise administrative or managerial control over any federal employee or employee of the CDC Foundation. City of St. Louis Department of Health is not eligible to participate as the primary beneficiary in federal health insurance, life insurance, retirement, and sick and annual leave programs of the CDC Foundation.

1.3 **Taxes**. City of St. Louis Department of Health understands and agrees that it will be treated as an independent contractor for federal and state tax filing purposes and will be issued any required tax forms. CDC Foundation has no responsibility for payment of taxes on behalf of City of St. Louis Department of Health.

1.4 **Regular Business Expenses.** City of St. Louis Department of Health is responsible for all expenses incurred by it in connection with the performance of its duties and obligations under this Agreement, including but not limited to, all payroll expenses for its employees; insurance premiums, licenses, fees and permits; all costs and expenses associated with establishing and maintaining its place of business; and any and all taxes, duties, tariffs or charges which may be imposed on City of St. Louis Department of Health by any governmental agency or entity. Due to the sensitive and highly technical nature of City of St. Louis Department of Health's Services, where required by the Project, CDC Foundation may furnish facilities, materials, equipment, and other support required.

1.5 **Non-Exclusive Relationship.** City of St. Louis Department of Health's relationship with CDC Foundation is non-exclusive and City of St. Louis Department of Health may perform services for other entities, so long as such actions do not unduly interfere with City of St. Louis Department of Health's ability to satisfy its obligations hereunder. CDC Foundation may also retain the services of other entities or individuals to provide the same or comparable services to those provided by City of St. Louis Department of Health during the term of this Agreement.

1.6 **Foreign Nationals.** City of St. Louis Department of Health represents and warrants that if this Agreement requires the Services be performed in the United States, then City of St. Louis Department of Health and/or its staff will comply with all rules and requirements to perform the Services within the United States.

1.7 **Travel.** If City of St. Louis Department of Health will be traveling on CDC Foundation sponsored travel, then City of St. Louis Department of Health will be required to comply with the CDC Foundation Travel Policy. If City of St. Louis Department of Health has a formal written travel policy, the CDC Foundation may, in its sole discretion, defer to City of St. Louis Department of Health's policy.

ARTICLE 2
SERVICES & OBLIGATIONS

2.1 **Services.** City of St. Louis Department of Health is responsible for performing the services listed in Attachment 1 (the "Services").

2.2 **Performance of Services.** City of St. Louis Department of Health represents and warrants that all Services shall be performed: (a) in a diligent, efficient and trustworthy manner; (b) for the purpose of advancing and improving the purpose and mission of CDC and the CDC Foundation; (c) consistent with the highest professional standards in the field; and (d) that it possesses the necessary skills, qualifications, education, and/or licenses required to perform the Services in a competent manner. City of St. Louis Department of Health represents and warrants that it will, in the performance of this Agreement, comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances including those pertaining to 42 U.S.C. § 289 and 45 C.F.R. part 46. Except to the extent necessary to effectuate the underlying purposes of this Agreement, and in order to satisfy any applicable legal requirements, CDC Foundation shall have no control over City of St. Louis Department of Health, nor the right to supervise or direct City of St. Louis Department of Health's activities. City of St. Louis Department of Health will determine the methods, details, and means of performing the Services.

2.3 **Records and Reporting.** City of St. Louis Department of Health may be required to submit program reports and may be required to submit financial reports to the CDC Foundation to indicate progress toward accomplishment of program outputs and the use of funds advanced to it under the Award (the "Reports"). Financial reports shall include budgeted and actual costs by line item. City of St. Louis Department of Health agrees to maintain books and records ("Records") in sufficient detail and will properly reflect all work done and results achieved in the performance of the Services. At any time before or after final payment under this Agreement, except where limited by law, the CDC Foundation may request, and City of St. Louis Department of Health agrees to allow examination of the Records to the extent necessary

to substantiate the performance of its obligations under this Agreement and applicable law. Any such examination will be conducted at reasonable times and upon reasonable notice. The Final Report shall be submitted by City of St. Louis Department of Health as promptly as practicable following completion of the Work, but in no event later than two months from the date of completion of the Services.

2.4 **Communication.** City of St. Louis Department of Health will maintain contact with CDC Foundation Program staff to provide an opportunity for City of St. Louis Department of Health to update the CDC Foundation staff on the status of City of St. Louis Department of Health's Services and to discuss any issues regarding this Agreement.

2.5 **Assignment.** The Services to be performed hereunder by City of St. Louis Department of Health are of a personal nature. Accordingly, City of St. Louis Department of Health may not assign or delegate any of his/her rights, obligations or duties under this Agreement without first obtaining CDC Foundation's written approval.

2.6 **Ethical and Procedural Standards.** City of St. Louis Department of Health is subject to the same ethical and procedural standards regulating federal employment, scientific investigation, and research findings (including publications and patents) that are required of federal employees of CDC. Specifically, this includes standards under the Public Health Service Act, the Ethics in Government Act, and the Technology Transfer Act. City of St. Louis Department of Health is also prohibited from taking official CDC or CDC Foundation action on a matter which it knows would affect a financial interest of its own, or that of their spouse, minor child, general partner, organization in which City of St. Louis Department of Health serves as an officer, director, trustee, general partner or employee, or any person or organization with whom City of St. Louis Department of Health is negotiating or has any arrangement concerning prospective employment. City of St. Louis Department of Health is prohibited from using CDC or CDC Foundation E-mail, Fax, computers, or other CDC or CDC Foundation equipment or print material for City of St. Louis Department of Health's personal gain, benefit or for matters that do not pertain to this Agreement.

2.7 **Confidentiality.** In the performance of City of St. Louis Department of Health's obligations under this agreement, City of St. Louis Department of Health may acquire both confidential and proprietary information belonging to CDC Foundation or the CDC. City of St. Louis Department of Health agrees to strictly abide by the Confidentiality Agreement in Attachment 4.

2.8 **Allocation of Responsibilities.** Each party to this Agreement agrees that it will be responsible for its own acts and omissions and the results thereof; and, shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.

2.9 **Work Product Ownership.** The CDC Foundation shall have exclusive title to and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with any procedures, work-flow methods, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, articles, papers, or other works of authorship developed, provided, or created by City of St. Louis Department of Health during the course of performing Services pursuant to this Agreement (collectively "Work Product"). The CDC Foundation shall have the sole right to obtain and to hold in its own name, copyright, patent, trademark, trade secret, and any other registrations, or other such protection as may be appropriate to any Work Product, and any extensions or renewals thereof. All such work made in the course of the work rendered by City of St. Louis Department of Health pursuant to this Agreement shall, to the extent possible, be deemed "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"). City of St. Louis Department of Health hereby expressly disclaims any interest in and to any and all Work Product. To the extent that any work performed by City of St. Louis Department of Health is found as a matter of law not to be a "work made for hire" under the Act, City of St. Louis Department of Health hereby assigns to the CDC Foundation the sole right, title, and interest, including without limitation all intellectual property interests of copyright, trademark, trade name, service

mark, and patent interests, in and to all such Work Product, and all copies of them, without further consideration. For purposes of the assignment of City of St. Louis Department of Health's copyright in such Work Product, City of St. Louis Department of Health hereby appoints the CDC Foundation as its attorney-in-fact for the purpose of executing any and all documents relating to such assignment.

2.10 **Medical Treatment.** If the Project requires that the Services be performed in a country wherein the United States requires vaccinations, then City of St. Louis Department of Health and/or its staff performing such Services will be required to obtain such vaccinations. Failure to obtain such vaccinations will be a material breach of this Agreement.

2.11 **Stipulation Regarding Use of Human Subjects in Research.** If the Work will include, in whole or in part, research involving human subjects, then City of St. Louis Department of Health shall conduct all such research regarding human subjects in accordance with 42 U.S.C. § 289 and 45 C.F.R. part 46, each as amended from time to time. In particular, City of St. Louis Department of Health will ensure that the rights and welfare of human subjects are protected; that informed consent by all human subjects has been freely given; that the balance between risk and potential benefit involved has been assessed and deemed acceptable; and that City of St. Louis Department of Health has made appropriate arrangements to eliminate or mitigate the consequences to subjects or their families in the case of death, injury, or illness resulting from the conduct or research relating to this Agreement. Furthermore, City of St. Louis Department of Health will take reasonable precautions to protect the confidentiality of the information relating to the possible identification of human subjects. City of St. Louis Department of Health will obtain and provide to the CDC Foundation prior to the commencement of research on human subjects a written certification of ethical review and approval for such human research from the City of St. Louis Department of Health's Institutional Review Board ("IRB"), which shall conduct the review in accordance with 22 C.F.R. part 225, or from such other qualified ethical review board acceptable to the CDC Foundation.

ARTICLE 3
PAYMENTS

3.1 **Fees.** City of St. Louis Department of Health will be paid a fee for the Services performed pursuant to this Agreement (the "Project Fee"). The Project Fee equals \$200,000 USD.

The Project Fee is payable in three installments pursuant to the deliverable schedule below, and as set forth in Attachment 1.

Milestone/Deliverable/Task	Due Date	Amount
Fully executed agreement and signed Confidentiality form	November 2020	\$150,000
Progress Report	March 31, 2021	\$25,000
Final Narrative and Fiscal Report	July 31, 2021	\$25,000

3.2 **Budget.** The approved budget for this program (the "Approved Budget") is attached to this Agreement as Attachment 2 and incorporated herein by this reference. No deviation from the Approved Budget is authorized absent the express written approval of the CDC Foundation.

3.3 **Invoice.** City of St. Louis Department of Health will provide an invoice to the CDC Foundation within 20 days after the deliverable is met. All invoices **must** include a purchase order number and be sent via email to: accounts payable@cdcfoundation.org. The CDC Foundation Program Officer, listed in 5.2 below, should also be copied on all emails regarding invoices. The CDC Foundation will thoroughly review all invoices and corresponding deliverables. Once an invoice is approved for payment, CDC Foundation will issue payment to City of St. Louis Department of Health within 45 days of approval of the invoice. In case of a dispute between the CDC Foundation and City of St. Louis Department of Health over amounts payable

by the CDC Foundation to City of St. Louis Department of Health and/or satisfactory progress towards accomplishing the goals of City of St. Louis Department of Health, the CDC Foundation may withhold amounts equal to the disputed amount until the parties settle such dispute. City of St. Louis Department of Health shall continue to perform all of his/her obligations under this Agreement notwithstanding such dispute.

3.4 **Final Invoice.** All invoices, including the final invoice, for all Services rendered must be submitted to CDC Foundation no later than three (3) months following the Termination of this Agreement. Failure to timely submit the Invoice, as required by this provision, will result in a full and complete release and waiver of any remaining Project Fees.

3.5 **Modifications to Project Fee.** If the scope of the Project increases beyond that contemplated in Attachment 1, then the Project Fee will be increased as is reasonably agreed between the parties in writing.

3.6 **Audits.** All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against City of St. Louis Department of Health.

**ARTICLE 4
TERMINATION**

4.1 **Right to Termination.** CDC Foundation may terminate this Agreement without cause or further liability upon thirty (30) days' written notice to the other Party and either Party may terminate this Agreement immediately in the event of a material default hereunder by the other Party, if such default is not cured within 15 days after written notice to the other party.

4.2 **Payment Upon Termination.** The CDC Foundation's sole and exclusive obligation to the City of St. Louis Department of Health upon termination under this section shall be the payment of unpaid charges due and payable for Services properly performed up to the effective date of termination. In no event will the CDC Foundation be liable to City of St. Louis Department of Health for any anticipated fees or profits on account of a termination under this section.

**ARTICLE 5
MISCELLANEOUS PROVISIONS**

5.1 **Limitation of Liability.** In no event shall CDC Foundation be liable to City of St. Louis Department of Health for consequential, indirect, special, incidental or similar damages, including without limitation anticipated fees, revenues, or lost profits.

5.2 **Notices.** Any notice required to be given by any party to this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, email, or by confirmed facsimile transmission to the address indicated below or such other address as either party may specify to the other.

CDC Foundation:

Turquoise Sidibe
Emergency Response Director
CDC Foundation
600 Peachtree St, NE, Suite 1000
Atlanta, Georgia 30308
Tel: 404.653.0790
Fax: 404.653.0330
Email: tsidibe@cdcfoundation.org

City of St. Louis Department of Health:

Fredrick L. Echols, M.D.
1520 Market St., Suite 4043
TEL: (314) 657-1482
FAX: (314) 612-1977
EMAIL: EcholsF@stlouis-mo.gov

Subcontractor Agreement

City of St. Louis Department of Health

5.3 **Governing Law and Jurisdiction.** This Agreement will be interpreted, applied and enforced pursuant to the laws of the State of Georgia, including Georgia's statutes of limitation and without regard to its conflict of law principles. Any action to enforce or interpret this Agreement, or arising therefrom, must be brought exclusively in the courts located in Fulton County, Georgia and the parties hereby consent to the exclusive jurisdiction of these courts in any such litigation and waive any claim of forum non conveniens with respect thereto.

5.4 **Attorneys' Fees.** If either Party shall bring any action against another arising out of this Agreement CDC Foundation and City of St. Louis Department of Health agree that each party will be responsible for its own attorneys' fees and costs.

5.5 **Entire Agreement of the Parties.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. All changes, modifications or amendments to this Agreement shall, in order to be valid and enforceable, be by written instrument executed by both Parties.

5.6 **Severability.** If any provision or portion of this Agreement becomes, or is found by any governmental agency or court to be, illegal, unenforceable, invalid, null or void or against public policy, that provision or portion shall be severed from this Agreement and the Agreement shall, to the maximum extent legally permissible be construed such that the legality, validity or enforceability of all other provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

5.7 **Interpretation.** This Agreement shall be construed and interpreted as if drafted jointly by all Parties. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. In the event of a conflict between this Agreement and any Exhibit hereto, the former will prevail.

5.8 **Section Headings: Gender.** Section headings used herein are for convenience only and shall not affect the construction of any provisions of this Agreement. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neutral, singular, and plural, as the context may require.

5.9 **Survival.** The terms of this Agreement, which by their nature, are reasonably intended by the parties to survive Termination shall so survive.

5.10 **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.11 **Anti-Terrorism Statement.** City of St. Louis Department of Health hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. City of St. Louis Department of Health further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that City of St. Louis Department of Health knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

5.12 **Anti-Discrimination Statement.** CDC Foundation will not do business with any person or entity who discriminates against members of a protected class. City of St. Louis Department of Health certifies that it does not discriminate against members of a protected class.

5.13 **Lobbying.** City of St. Louis Department of Health will not use funds provided under the Agreement to influence the outcome of any election for public office or to carry on any voter registration drive. No funds are earmarked to support lobbying activity or to otherwise support attempts to influence local, state,

Subcontractor Agreement
City of St. Louis Department of Health

federal or foreign legislation. City of St. Louis Department of Health will comply with all lobbying, gifts, and ethics rules applicable to the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement.

"City of St. Louis Department of Health"

Fredrick L. Echols, M.D.
Acting Director of Health
City of St. Louis

Date

National Foundation for the Centers for Disease
Control and Prevention, Inc.

Digitized by:
Monique S. Patrick

Monique S. Patrick
Chief Operating Officer

11/30/2020 | 10:47:04 AM EST

Date

Attachments

- Attachment 1: Scope of Services
- Attachment 2: Budget
- Attachment 3: Invoice
- Attachment 4: Confidentiality

SUBCONTRACTOR SERVICES

Attachment 1

Program Description:

Problem Statement: As COVID-19 cases continue to increase in the City of St. Louis, disproportionately impacting areas of high poverty, uninsured and underinsured, and vulnerable populations. An important determinant of COVID-19 transmission (as identified by the City of St. Louis Department of Health) are knowledge gaps related to COVID-19, what it is, how it is transmitted, and what can be done for prevention efforts.

St. Louis City is made up of 25 zip codes in which African Americans make up 45.3% of the population and account for 48.4% of all COVID-19 cases while the Hispanic/Latinx population accounts for 4.2% of the total population and accounts for 7.7% of cases. These same zip codes have the highest poverty levels, lowest English proficiency and literacy levels, lowest access to public and private transportation, and a high concentration of those over age 65. Additionally, the African American and Hispanic/Latinx communities have very strong ties to their communities of faith. By reviewing previous efforts, we have found that one of our most effective means of reaching these populations is through faith-based organizations, because they have gained the trust and respect of the communities where their organizations are planted.

Early in the City of St. Louis' COVID-19 response, we recognized that the health department had an opportunity to engage communities of faith in a way that had not been done before. To reach our most vulnerable populations we needed to effectively engage faith leaders across the City and empower them by providing resources and information they need to be public health champions. Thus, we formed the City of St. Louis Department of Health Multi-faith Clergy Advisory Board to serve as liaisons between the government and the faith based communities across the City of St. Louis.

The Clergy Advisory Board meets twice per month, and has recently expressed concerns about being able to properly inform and provide prevention resources for their parishioners to safely demonstrate their faith during COVID-19, inability to support their most vulnerable populations with their outreach ministries, and strong concern that the basic message of mitigation efforts are not taking hold in the community. In essence, Clergy would like to support the mitigation efforts but find it difficult to maintain spiritual support and resilience without sufficient prevention resources.

Proposed Activities:

Develop Messaging for Communities of Faith:

At present, messaging for faith communities have focused on preparing to reenter places of worship. Environmental scan of the internet and discussions with public health stakeholders revealed no COVID messages specifically targeted at faith-based communities. This has limited

public health departments ability to engage and support communities of faith, their parishioners and surrounding communities. The City of St. Louis Department of Health will leverage existing communication contracts and media resources to assist the Clergy Advisory Board in developing COVID messaging for faith communities. In addition, the messaging will be shared with the community at large through traditional and non-traditional media outlets.

Community Resource Distributions: There is still a need for COVID-19 prevention resources, especially in the city's most high poverty areas. To increase access to prevention resources in these areas, the health department will leverage partnerships and funding to prepare COVID-19 care packages for faith communities to distribute to their patrons and surrounding communities. The care packages will include reusable cloth face masks, hand sanitizers, thermometers, educational materials with faith-based messages (infographics and plain language) to support current mitigation efforts. All educational materials will be translated in the top 5 languages spoken in the City of St. Louis, to ensure information is available for non-English speaking populations.

Community Assessment: To understand the impact of providing COVID resources and faith-based messaging, the health department will have persons who receive the items complete a qualitative survey. We will work with a tertiary academic institution to ensure proper administration of the survey and coding of the results. Staff will analyze the information, which will be used in conjunction with other mixed assessments to inform public health initiatives and policy development.

CDCF Program Roadmap Worksheet: Please complete this simple worksheet. Do NOT overthink it; it's intended to start a discussion to bring us to clarity on the project, its intended outcomes, how to make it most effective, and how to monitor progress.

Name of program/project:			
Problem/Situation: [Briefly] What is the issue or problem you are hoping to help solve with this program/project?			
During the COVID-19 response messaging for communities of faith has not been developed and resources have not been issued to these communities in a just manner.			
Main Strategies/Activities: [Briefly] What are the main activities or strategies you will undertake as part of this project to address the problem?			
This project will entail working with the City of St. Louis Department of Health's Clergy Advisory Board, a group of faith leaders who represent the different faith communities in the City of St. Louis, to develop COVID-19 messaging for the different faith communities and partnering with community-based organizations to package and distribute resources (COVID-19 Prevention Packets) and information to the faith communities.			
Simple Logic Model Table: Please list the activities you will implement and the short-, mid- and longer-term outcomes you hope will result. Bold the outcomes that align with outcomes in our COVID Framework [supplied below]			
Activities	Short-term Outcomes	Medium-term Outcomes	Long-term Outcomes/Impacts
<ul style="list-style-type: none"> Develop faith-based COVID messaging through the 	<ul style="list-style-type: none"> Identify priorities of local faith leaders Improve understanding of the nuances that 	<ul style="list-style-type: none"> More collaborations between the City of St. Louis Department of Health and Local 	Reduction in COVID-19 transmission, complications, and deaths

<p>utilization of focus groups</p> <ul style="list-style-type: none"> Development and distribution of faith-based COVID-19 care packages to assist with adherence to CDC's COVID-19 mitigation strategies 	<p>impact the type of language that will be effective in different faith communities</p> <ul style="list-style-type: none"> Enhance understanding and collaboration between the City of St. Louis Department of Health and local faith leaders Increased collaboration and communication between the City of St. Louis Department of Health, the Clergy Advisory Board and other public health stakeholders Selection or distribution metrics to monitor over the course of the project Production of at least 10,000 COVID care packages for the faith communities Reduce St. Louisian's risk of contracting COVID-19 Increased awareness of the community's needs and other areas of improvement that can be addressed 	<p>Clergy on public health messaging.</p> <ul style="list-style-type: none"> Increased awareness of the role of faith communities and health department is addressing systemic issues that result in disparate health outcomes Sufficient uptake of the COVID-19 vaccine to achieve herd immunity Increased trust between participating agencies and the community Increased alignment on future public health initiatives Streamlining COVID-related priorities. Identification of other opportunities to leverage resources to address community needs. Reduce COVID-19 disease burden in St. Louis communities Increased compliance with COVID-19 mitigation strategies (e.g., social/physical distancing, wearing of face coverings) Sufficient uptake of COVID-19 vaccine to achieve herd immunity 	<p>Reduce COVID-19 disease burden in St. Louis communities</p> <p>Overall increase in health and collaboration among target communities</p>
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<ul style="list-style-type: none"> Develop and implement a Qualitative Assessment 	<p>by the health department</p> <ul style="list-style-type: none"> Partnership between the City of St. Louis Department of Health, academic institutions and faith communities Identification of metrics to assess in the survey Determine which platforms/tools to use to implement the survey Identify other stakeholders that may be able to support the implementation of this project 	<ul style="list-style-type: none"> Obtain information on the impact providing COVID care packages Identify methods to address any gaps identified. Policy development Discussions with the legislative branch of City Government and stakeholders Publish the analyzed data in a formal report. 	
<p>External Factors: List any big outside factors that will influence whether or not your activities will successfully achieve your outcomes.</p> <ol style="list-style-type: none"> Partner/Stakeholder participation Marketing the availability of resources Proper documentation of resource distribution Influence of anti-COVID movements Increased COVID-19 spread requiring stricter mitigation measures 			
<p>Evaluation Plan: (If known- if not hold for discussion with CDCF staff) Indicate the key activities and outcomes you propose to measure to track implementation and effectiveness of the project. Also list the data source/collection method.</p> <p>Activity A: Reach: Data will be collected by participating faith organizations and stakeholders Activity B: Impact: Qualitative survey of resource recipients Outcome A: COVID-19 mitigation: Qualitative survey. A follow-up survey will be conducted with resource recipients to see if they contracted COVID-19 after receiving the resources. Outcome B: Barriers: Qualitative assessment</p>			

Milestones and Deliverables:

Deliverable/Milestones	Due Date
Purchase of all resources needed for the faith based COVID care packages	11/30/20 (dependent on execution date of contract)
Development of faith-based COVID-19 messaging	12/15/20
Development of flyer/marketing materials with faith based messaging	12/21/20
Packaging of 10,000 care packages	January 8, 2021

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Development of Qualitative Assessment	January 15
Distribution of 10,000 Care packages	January 31, 2021
Completion of at least 2000 (20% persons who received a COVID care package) qualitative surveys	March 15, 2021
Closeout survey	March 30, 2021
Data Analysis	May 15, 2021
Complete report and issue report to CDCF	July 31, 2021



SUBCONTRACTOR BUDGET

Attachment 2

Subcontractor Name: City of St. Louis Department of Health
COVID-19 Communities of Faith Project Budget & Summary

Activity		Activity Title	Activity Category	Activity Code	Activity Description	Activity Amount	Activity Status
Personnel & Support	1000	Personnel	Personnel & Support	1000	Personnel	\$0.00	Active
	1001	Personnel	Personnel & Support	1001	Personnel	\$0.00	Active
	1002	Personnel	Personnel & Support	1002	Personnel	\$0.00	Active
	1003	Personnel	Personnel & Support	1003	Personnel	\$0.00	Active
Personnel & Support						\$0.00	
Programs	2000	Programs	Programs	2000	Programs	\$0.00	Active
	2001	Programs	Programs	2001	Programs	\$0.00	Active
	2002	Programs	Programs	2002	Programs	\$0.00	Active
	2003	Programs	Programs	2003	Programs	\$0.00	Active
Programs						\$0.00	
Materials & Supplies	3000	Materials & Supplies	Materials & Supplies	3000	Materials & Supplies	\$0.00	Active
	3001	Materials & Supplies	Materials & Supplies	3001	Materials & Supplies	\$0.00	Active
	3002	Materials & Supplies	Materials & Supplies	3002	Materials & Supplies	\$0.00	Active
	3003	Materials & Supplies	Materials & Supplies	3003	Materials & Supplies	\$0.00	Active
Materials & Supplies						\$0.00	
Travel	4000	Travel	Travel	4000	Travel	\$0.00	Active
	4001	Travel	Travel	4001	Travel	\$0.00	Active
	4002	Travel	Travel	4002	Travel	\$0.00	Active
	4003	Travel	Travel	4003	Travel	\$0.00	Active
Travel						\$0.00	
Indirect Expenses	5000	Indirect Expenses	Indirect Expenses	5000	Indirect Expenses	\$0.00	Active
	5001	Indirect Expenses	Indirect Expenses	5001	Indirect Expenses	\$0.00	Active
	5002	Indirect Expenses	Indirect Expenses	5002	Indirect Expenses	\$0.00	Active
	5003	Indirect Expenses	Indirect Expenses	5003	Indirect Expenses	\$0.00	Active
Indirect Expenses						\$0.00	
Subtotal & Applied To: \$200,000.00 Grant Total With Indirect Rate: \$200,000.00 Left to Spend: \$0.00							



SUBCONTRACTOR INVOICE

Attachment 3

Subcontractor:	City of St. Louis Department of Health
Project Number:	1085
Project Name:	COVID-19 Care Kits for Faith-Based Communities
Purchase Order #:	

This invoice requests the payment of ~~XXXXX~~ from the CDC Foundation for the following Services:

(Basis for payment)

I certify that I have met the terms and conditions set forth in the Independent Contractor Agreement during the period covered by this invoice.

Subcontractor's Signature

Date

ALL INVOICES MUST BE EMAILED TO: accounts payable@cdcfoundation.org
Please cc- your Program Officer: tsidibe@cdcfoundation.org and randbowen@cdcfoundation.org

Please notify the CDC Foundation immediately if you have a change of address, email or phone number.

SUBCONTRACTOR CONFIDENTIALITY

Attachment 4

To comply with the applicable provisions of federal law and The Centers for Disease Control and Prevention (CDC) confidentiality policies allowing access to CDC records for the purpose of conducting epidemiologic studies or other public health activities, the National Foundation for the Centers for Disease Control and Prevention (CDC Foundation) Subcontractors assigned to CDC shall comply with the following provisions:

I, City of St. Louis Department of Health, a CDC Foundation Subcontractor, agree:

1. **Confidential Information.** That while providing Services under the Agreement, I will have access to certain Confidential Information in order to carry out my contractor obligations, including information that may identify individuals and/or companies or establishments. In addition to personally identifiable information regarding individuals and/or companies or establishments, "Confidential Information" also means all non-public information of a competitively sensitive nature concerning CDC and CDC Foundation, including any non-public information (whether in writing, or retained as mental impressions) concerning the Agreement; research and development; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; donors; contracts and bids; and personnel. "Confidential Information" may also constitute a trade secret under applicable law. I acknowledge that Confidential Information may be contained in various media, including, without limitation, computer programs, flow charts, manuals, plans, drawings, designs, technical specifications, notebooks, donor and prospective donor lists, internal financial data and other documents, surveillance, data and publications under development, and records of the CDC or the CDC Foundation. I recognize that Confidential Information includes ways of doing business which may be generally known but whose use by the CDC Foundation is not generally known. Confidential Information includes information generated by CDC and/or the CDC Foundation, or information provided to CDC and/or the CDC Foundation by other entities or individuals.
 - 1.1 **Exclusions.** Information of CDC or of the CDC Foundation is not Confidential Information if (i) it is already or becomes, known to the public other than as a result of any act or omission of Subcontractor; (ii) it is lawfully received from a third party having the right to disseminate the information without restriction on disclosure; or (iii) it is voluntarily furnished to others by CDC or the CDC Foundation without restriction on disclosure.
2. **Non-Disclosure.** During the Term of the Agreement and thereafter, I will not disclose, reveal, or transfer (directly or indirectly) any Confidential Information to any person or entity who is not specifically authorized by CDC or the CDC Foundation to receive it (hereinafter "Disclose"), and I will not use the Confidential Information for any purpose other than that for which it was provided to Subcontractor, without the express written consent of the CDC Foundation, and that I will only use the Confidential Information for the fulfillment of my obligations under the Agreement (hereinafter "Use"). I will use my best efforts to safeguard the Confidential Information and protect it against disclosure, misuse, espionage, loss and theft. I acknowledge that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain the exclusive property of CDC or the CDC Foundation or the third party providing such information to Subcontractor or CDC or the CDC Foundation.
 - 2.1 **Unauthorized Disclosures.** Notwithstanding anything to the contrary, to the extent Subcontractor has access to trade secrets or confidential business information, he/she will abide by Health and

Human Services (HHS) regulations and the applicable provisions of the Freedom of Information Act regarding subsequent disclosure of such information. Any unauthorized disclosure of this information, in any form, including in published or unpublished reports, may subject Subcontractor to criminal prosecution under the Federal Trade Secrets Act, 18 U.S.C. § 1905.

2.2 **Required Disclosures.** If Subcontractor is legally required to disclose Confidential Information by law or pursuant to the order of a court or a governmental agency, Subcontractor shall, unless legally prohibited, immediately notify the CDC and the CDC Foundation of such disclosure. Such required disclosures shall not constitute a breach of this Agreement.

3. **Personally Identifiable Information.** I agree not to publish any personally identifiable information obtained from CDC and/or the CDC Foundation, in any publicly available document, including, but not limited to, reports or manuscripts. Moreover, I will notify CDC and the CDC Foundation of any efforts to use or obtain personally identifiable information for purposes other than research or for other public health activities.
4. **Standard of Care.** Subcontractor will: (i) to protect any and all Confidential Information from unauthorized use or disclosure with at least the same degree of care such he/she uses to protect its own confidential information of a similar nature; (ii) to not copy or reproduce any Confidential Information in any form, except to the extent contemplated by this Agreement; (iii) not to disclose to or otherwise permit any third person or entity access to any Confidential Information except with prior written consent of CDC or the CDC Foundation; (iv) to adhere to the administrative, technical, and physical safeguards that are in place to prevent unauthorized use or disclosure of the records; and (v) to take any and all steps necessary to safeguard Confidential Information against unauthorized access or disclosure. Subcontractor agrees, to assist CDC and the CDC Foundation in identifying any access, disclosure, or use of Confidential Information in a manner inconsistent with the provisions of this Agreement, by informing CDC Foundation of all individuals or entities to whom Confidential Information has been disclosed or been afforded access to. Additionally, Subcontractor has reviewed the publication titled, "CDC Confidentiality."
5. **Ownership.** That any information provided to or generated by Subcontractor under the Agreement is the property of the federal government and will remain with CDC upon the expiration of the Agreement.
6. **Publications.** Any publication or report I prepare as part of the Services performed under this Agreement must be reviewed and approved by the CDC Foundation before I am able to publish the report or publication.
7. **Termination.** Upon termination of the Agreement, Subcontractor agrees to voluntarily surrender all Confidential Information of CDC or the CDC Foundation in Subcontractor's possession, custody, or control including, without limitation, any originals, drafts, copies, or other non-originals.

Signature of Subcontractor

Date