GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

SCHEDULE 70 - GENERAL PURPOSE COMMERCIAL INFORMATION
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

Public Health Foundation, (Inc)
1300 L St Nw Ste 800
Washington, DC, 20005-4208
Phone: 202-218-4400
Fax: 202-218-4409

CONTRACT NUMBER: 47QTCA18D00LB
PERIOD COVERED BY CONTRACT:
September 28, 2018 - September 27, 2023

BUSINESS SIZE:
Other than Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.
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TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL ITEM NUMBER 54151-ECOM).......................................................... 5  

GSA PRICING.............................................................................................................................................. 8
1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
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</thead>
<tbody>
<tr>
<td>54151-ECOM</td>
<td>Electronic Commerce and Subscription Services</td>
</tr>
<tr>
<td>54151S</td>
<td>IT Professional Services</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
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<tbody>
<tr>
<td>54151-ECOM</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>54151S</td>
<td>$500,000 per SIN Order</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER LIMITATION: $100

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): Domestic

5. POINT OF PRODUCTION: United States

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted and the industrial funding fee has been added.

7. QUANTITY DISCOUNT: Additional 1% discount from the GSA Rate for single task orders at or exceeding $200,000.

8. PROMPT PAYMENT TERMS: Net 30 Days ARO

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS MAY BE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: As negotiated with the Ordering Activity

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

11d. URGENT REQUIREMENTS: Contact Contractor

12. F.O.B. POINT: Destination

13a. ORDERING ADDRESS: Public Health Foundation, (Inc)
     1300 L St Nw Ste 800
     Washington, DC, 20005-4208
13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. PAYMENT ADDRESS: Same as Ordering Address

15. WARRANTY PROVISION: Standard Commercial Warranty

16. EXPORT PACKING CHARGES: Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Will be accepted above the micro-purchase threshold

18. TERMS AND CONDITIONS OF RENTAL: Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION: Not Applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS: Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Not Applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not Applicable

22. LIST OF PARTICIPATING DEALERS: Not Applicable

23. PREVENTIVE MAINTENANCE: Not Applicable

24a. SPECIAL ATTRIBUTES: Not Applicable

24b. SECTION 508 COMPLIANCE INFORMATION: Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 150716850

26. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT
## GSA Pricing

<table>
<thead>
<tr>
<th>SIN</th>
<th>Part Number</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
</table>
| 54151-ECOM | TA-500      | **TRAIN Premium Affiliate — Federal Government**  
Post courses (online and onsite) visible to all TRAIN learners or a specific group. Program Admins – Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Host a branded TRAIN affiliate site. Manage TRAIN learners through designated subgroups. Assign admin roles to users, including partner agencies. Create and assign training plans. Membership to the TRAIN Affiliate Consortium (TAC), a forum to share training resources, collaborate on workforce development efforts and learn TRAIN best practices. Ongoing technical support.  
*May assign limited admin rights to those within the agency (i.e. across multiple centers or divisions)* | $124,999.50 |
| 54151-ECOM | TA-250      | **TRAIN Standard Affiliate — State Government**  
Post courses (online and onsite) visible to all TRAIN learners or a specific group. Program Admins – Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Host a branded TRAIN affiliate site. Manage TRAIN learners through designated subgroups. Assign admin roles to users, including partner agencies. Create and assign training plans. Membership to the TRAIN Affiliate Consortium (TAC), a forum to share training resources, collaborate on workforce development efforts and learn TRAIN best practices. Ongoing technical support.  
*May provide limited administrative rights to county and local HDs* | $64,999.50 |
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<tr>
<th>SIN</th>
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<th>Description</th>
<th>GSA Price</th>
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</table>
| 54151   | CP-250      | Content Provider Premium – no portal  
Post courses (online and onsite) that can be visible to all TRAIN learners or a specific group. Track learner progress and attendance – for a designated group of learners (e.g. program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Track individual progress and record of course completions. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Manage TRAIN learners through designated subgroups. Create and assign training plans. Ongoing technical support from the technology partner and PHF. | $35,000.00 |
| 54151   | CP-280      | Content Provider Premium Plus  
Host a branded TRAIN affiliate site. Post courses (online and onsite) visible to all TRAIN learners or a specific group. Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Track individual progress and record of course completions. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Report on individual courses created or all of courses created by the content provider that are posted on TRAIN. Manage TRAIN learners through designated subgroups. Host a branded TRAIN affiliate site. Create and assign training plans. Ongoing technical support from the technology partner and PHF. | $64,999.50 |
|         | TA-505      | RENEWAL - TRAIN Premium Affiliate – Federal Government  
Post courses (online and onsite) visible to all TRAIN learners or a specific group. Program Admins – Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Host a branded TRAIN affiliate site. Manage TRAIN learners through designated subgroups. Assign admin roles to users, including | $124,999.90 Annually |
<table>
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<tr>
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<tbody>
<tr>
<td>54151-ECOM</td>
<td>TA-255</td>
<td>partner agencies. Create and assign training plans. Membership to the TRAIN Affiliate Consortium (TAC), a forum to share training resources, collaborate on workforce development efforts and learn TRAIN best practices. Ongoing technical support.</td>
<td>$37,499.75 Annually</td>
</tr>
</tbody>
</table>
| 54151-ECOM | CP-255      | RENEWAL - TRAIN Standard Affiliate - State Government  
Post courses (online and onsite) visible to all TRAIN learners or a specific group. Program Admins – Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Host a branded TRAIN affiliate site. Manage TRAIN learners through designated subgroups. Assign admin roles to users, including partner agencies. Create and assign training plans. Membership to the TRAIN Affiliate Consortium (TAC), a forum to share training resources, collaborate on workforce development efforts and learn TRAIN best practices. Ongoing technical support. | $35,000.00 Annually |
| 54151-ECOM | CP-285      | RENEWAL - Content Provider Premium – no branded portal  
Post courses (online and onsite) visible to all TRAIN learners or a specific group. Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Track individual progress and record of course completions. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners through targeted announcements. Manage TRAIN learners through designated subgroups. Report on individual courses created or all of courses created by the content provider that are posted on TRAIN. Create and assign training plans. Ongoing technical support from the technology partner and PHF. | $37,499.75 Annually |
| 54151-ECOM | CP-285      | RENEWAL - Content Provider Premium Plus – branded portal  
Post courses (online and onsite) visible to all TRAIN learners or a specific group. Track learner progress and attendance – for a designated group of learners (e.g., program or agency staff) across courses on the network. Track individual learner progress and attendance on courses you or designated individuals provided. Track individual progress and record of course completions. Create, assign, and manage pre- and post-assessments and evaluations. Communicate with TRAIN learners | $37,499.75 Annually |
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<td>through targeted announcements. Manage TRAIN learners through designated subgroups. Host a branded TRAIN affiliate site. Create and assign training plans. Ongoing technical support from the technology partner and PHF.</td>
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<td><strong>PHF Provided TRAIN Administrative Supportive Services</strong></td>
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| 54151   | TS - 301    | Crisis Response - Non-Affiliate Services  
Topic specific (e.g. Opioids) supportive services that include group creation (up to 5 groups), posting of courses, approval of topic related courses, creation of one (1) training plan w/assessments, standardized topic-specific TRAIN data analysis and reports.  
*Subject matter expert supplied by client. | $34,997.48     |
| ECOM    |             |                                                                                                                             | Annually        |
| 54151   | TS - 302    | Crisis Response - Affiliate Services  
Topic specific (e.g. Opioids) supportive services that include group creation, posting of courses, approval of topic related courses, creation of one (1) training plan w/assessments, standardized topic-specific TRAIN data analysis and reports.  
*Subject matter expert supplied by client | $24,997.98     |
| ECOM    |             |                                                                                                                             | Annually        |
|         | TS - 101    | TRAIN Administrator Services – Standard  
Customer support services for both learners and course providers, TRAIN admin functionality, and standardized reporting.  
Customer support services for learners, including finding courses on TRAIN, accessing learner records and certificates, resetting passwords, and other tasks.  
Customer support services for course providers including setting up an account, managing organizations, listing and removing courses on TRAIN (up to 40 courses).  
Course approval based on affiliate guidance and CDC Quality Standards. Development of the agency-grouping configuration and the creation of up to three (3) topic-specific training plans developed using affiliate and other content on TRAIN, an environmental scan of TRAIN courses on the specific topics, limited SME consultation, and use of CDC Quality Standards as a means of promoting quality-learning.  
Reporting provided on a quarterly, semi-annual, and annual basis. | $35,998.12     |
| ECOM    |             |                                                                                                                             | Annually        |
|         | TS - 102    | TRAIN Administrator Services – Expanded  
Customer support services for both learners and course providers, TRAIN admin functionality, and standardized reporting.  
Customer support services for learners, including finding courses on TRAIN, accessing learner records and certificates, resetting passwords, and other tasks.  
Customer support services for course providers including setting up an account, managing organizations, listing and removing courses on TRAIN (up to 40 courses).  
Course approval based on affiliate guidance and CDC Quality Standards. Development of the agency-grouping configuration and the creation of up to three (3) topic-specific training plans developed using affiliate and other content on TRAIN, an environmental scan of TRAIN courses on the specific topics, limited SME consultation, and use of CDC Quality Standards as a means of promoting quality-learning.  
Reporting provided on a quarterly, semi-annual, and annual basis. Additional customized reporting. | $51,995.38     |
| ECOM    |             |                                                                                                                             | Annually        |
|         | TS - 103    | TRAIN Administrator Services – Learner  
Customer support services for learners, including finding courses on TRAIN, accessing learner records and certificates, and resetting passwords, and other tasks, as necessary. | $11,999.40     |
<p>|         |             |                                                                                                                             | Annually        |</p>
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<th>SIN</th>
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</table>
| 54151-ECOM | TS - 104    | TRAIN Administrator Services – Course Provider Specific Support  
Customer support services for course providers including setting up an account, managing organizations, course approval, and listing and removing courses on TRAIN (up to 40 courses). | $11,999.40 Annually       |
| 54151-ECOM | TS - 201    | TRAIN Data Analysis + Reporting-Standard  
Includes scheduled standardized data analysis, based on agreed upon TRAIN measures. Standardized reporting provided on a quarterly, semi-annual, and annual basis. | $5,999.85 Annually         |
| 54151-ECOM | TS - 202    | TRAIN Data Analysis + Reporting-Custom  
Includes scheduled and customized reports on a quarterly, semi-annual, and annual basis. Additional services included on-demand and customized data analysis, and customized data analysis and reporting, which may include data visualization, demographic comparison, cost impact assessment, and macro/mezzo-level return on investment. | $8,499.75 Annually         |
| 54151-ECOM | TS - 501    | TRAIN Affiliate Mentoring – Standard (existing and new TRAIN administrators)  
Mentoring and tailored technical assistance for affiliate staff regarding the TRAIN administrator role and using TRAIN functionality effectively. Also included, how to provide customer support services for learners and course providers, list courses, approve courses and course providers, expiring or removing courses, performing basic data analysis, and creating simple ad-hoc reports using TRAIN data. Remote – Virtual (face-face-negotiated). | $9,998.79 Annually         |
| 54151-ECOM | TS - 502    | TRAIN Affiliate Mentoring – Advanced (TRAIN admins and TRAIN affiliate managers)  
This package focuses on teaching TRAIN admins and affiliate managers to effectively analyze and use TRAIN data. The emphasis on reporting TRAIN data effectively to agency leadership and partners. Included is the standard TRAIN mentoring package and enhanced mentoring, including technical assistance on the TRAIN admin role and using TRAIN functionality effectively, how to provide customer support services for learners and course providers, list courses, approve courses and course providers, expiring or removing courses, performing basic data analysis, and creating simple ad-hoc reports using TRAIN data. In addition, enhanced mentoring may include creating workforce development measures, creating complex ad-hoc reports, turning TRAIN ad-hoc reports and data analysis into data visualizations, and calculating mezzo/macro cost impact analysis and overarching ROI. Remote - Virtual (face-face-negotiated). | $19,997.58 Annually        |
| 54151-ECOM | TS - 1001   | TRAIN Course Curation and Training Plan Development  
Creation of a topic-specific, training plan developed using affiliate and other content on TRAIN, an environmental scan of TRAIN courses on the specific topics, limited subject matter expert consultation for the accuracy of content, and use of CDC Quality Standards as a means of promoting quality-learning experiences. Subject matter experts provided by customer. | $2,499.80 per training plan |
| 54151-ECOM | TS - 1002   | Tailored TRAIN Report Template Creation  
Design, Development, and TRAIN Deployment of a single tailored standardized report template. Designed and developed based on the customers reporting needs. | $6,499.95 per template    |
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<th>Description</th>
<th>GSA Price</th>
</tr>
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<tbody>
<tr>
<td>54151-ECOM</td>
<td>TS - 2001</td>
<td>Course Design, Development and Deployment – Basic Design, development, and TRAIN deployment of a single eLearning course built on a linear content delivery model, template-based eLearning courses (i.e., Captivate, Articulate Storyline, Lectora, etc.), and text-based assessments. Course creation with limited customization of interactive lessons, activities, and assessments; use of stock or client provided images; limited image editing; &quot;Section 508&quot; Compliance; SCORM compatibility, posted on TRAIN, development of pre- and post-assessments, and course evaluations. Content and subject matter experts provided by the client. (1 Course)</td>
<td>$24,997.98 per course</td>
</tr>
<tr>
<td>54151-ECOM</td>
<td>TS - 2002</td>
<td>Course Design, Development and Deployment – Moderate Design, development and TRAIN deployment of a single eLearning course of moderate complexity that includes the adaptation of eLearning templates (i.e., Captivate, Articulate Storyline, Lectora, etc.); use of stock images; a limited number of custom images; and custom narration. Development may include limited video editing; moderate level of interactive and decision-based lessons; &quot;Section 508&quot; compliance; SCORM compatibility; and posted on TRAIN, pre- and post-assessments, and evaluations. Content and subject matter experts provided by the client. (1 Course)</td>
<td>$54,977.59 per course</td>
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<td><strong>PHF Provided TRAIN IT Professional Services</strong></td>
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<tr>
<td>54151S</td>
<td>PHF-001</td>
<td>TRAIN Director – Program Management Oversight and supervision of complex and large scale system/LMS changes and enhancements, and related projects including, resource management, project performance, reporting, and meetings with stakeholders related to LMS changes and enhancements. Advanced degree and 7 years’ experience; Bachelor’s degree and 10 years’ of experience.</td>
<td>$249.81 per hour</td>
</tr>
<tr>
<td>54151S</td>
<td>PHF-002</td>
<td>TRAIN Program Assistant Director - Quality Assurance &amp; Technical Support Assist with project oversight and provide quality control reviews of existing and new LMS functionality and usability including for complex and large scale system/LMS changes and enhancements and provides technical support to stakeholders. Advanced degree and 5 years’ experience; Bachelor’s degree and 7 years’ of experience</td>
<td>$184.89 per hour</td>
</tr>
<tr>
<td>54151S</td>
<td>PHF-003</td>
<td>TRAIN Program Project Manager Project management for LMS including the responsibility for the completion of complex and large scale system/LMS changes and enhancements including updating and reporting on scheduled progress, functionality and usability gaps, and deliverable milestone creation. Advanced degree and 3 years’ experience; Bachelor’s degree and 5 years’ of experience.</td>
<td>$224.82 per hour</td>
</tr>
<tr>
<td>54151S</td>
<td>PHF-004</td>
<td>TRAIN Program Support Associate Administrative support for LMS including answering phones, speaking with users and system administrators’, providing support to external system administrators, and assisting and maintaining records. HS degree or equivalent and 5 years’ experience; Bachelor’s degree and 3 years’ experience.</td>
<td>$84.89 per hour</td>
</tr>
<tr>
<td>Code</td>
<td>Position</td>
<td>Responsibilities</td>
<td>Experience and Education Requirements</td>
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<tr>
<td>PHF-005</td>
<td>TRAIN Program Customer Support Associate</td>
<td>Customer support for LMS including phone and email focused on providing support to end users (ex. login-password assistance, course registration, certificate of completion printing). HS degree or equivalent and 5 years’ experience; Bachelor’s degree and 3 years’ experience.</td>
<td></td>
</tr>
<tr>
<td>KMI-001</td>
<td>Software Development Director</td>
<td>Oversight of planning software development process and create software development requirements for complex and large scale system/LMS functionality implementations. Advanced degree and 7 years’ experience; Bachelor’s degree and 10 years’ of experience.</td>
<td></td>
</tr>
<tr>
<td>KMI-002</td>
<td>Software Architect</td>
<td>Makes high-level design choices and tries to enforce technical standards, including software coding standards, tools, and platforms for complex and large scale system/LMS changes and enhancements. Advanced degree and 5 years’ experience; Bachelor’s degree and 7 years’ of experience</td>
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</tr>
<tr>
<td>KMI-003</td>
<td>Senior Developer</td>
<td>Program base code, maintain and update existing coding, and manage the strategic development of complex and large scale system/LMS process changes and enhancements. Advanced degree and 5 years’ experience; Bachelor’s degree and 7 years’ of experience</td>
<td></td>
</tr>
<tr>
<td>KMI-004</td>
<td>Developer</td>
<td>Using HTML5 and other programing languages to create the applications or systems for complex and large scale system/LMS changes and enhancements. Bachelor’s degree and 3 years’ of experience; Specialized certification and 5 years’ experience</td>
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<tr>
<td>KMI-005</td>
<td>Software Tester</td>
<td>Conduct dynamic testing activities including executing programmed code with a given set of test cases, conducting other test case usability and functionality quality assurance as needed to ensure stable LMS software changes and enhancements for complex and large scale system/LMS. Bachelor’s degree and 3 years’ of experience; Specialized certification and 5 years’ experience</td>
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</tr>
<tr>
<td>KMI-006</td>
<td>Systems Engineer</td>
<td>Develop, test and evaluate software, circuits, and develop quality control and testing scripts of functionality and usability for complex and large scale system/LMS. Bachelor’s degree and 3 years’ of experience; Specialized certification and 5 years’ experience</td>
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</tr>
<tr>
<td>KMI-007</td>
<td>Network Administrator</td>
<td>Maintains computer infrastructures with emphasis on networking for complex and large scale system/LMS ensuring access to materials, courses, and other system functionality. Bachelor’s degree and 3 years’ of experience; Specialized certification and 5 years’ experience</td>
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</tr>
<tr>
<td>KMI-008</td>
<td>Technical Support Manager</td>
<td>Manages technical service-related operations, oversees the work of network engineers, and IT staff of complex and large scale system/LMS.</td>
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<tr>
<td>Code</td>
<td>KMI-009</td>
<td>Title</td>
<td>Description</td>
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<tr>
<td>54151S</td>
<td></td>
<td>Technical Support Agent</td>
<td>Provide assistance to customers by diagnosing and solving technical hardware and software issues related to complex and large scale system/LMS functionality (ex. LMS system access – not related to passwords/logins). Specialized certification and 5 years’ experience; Bachelor’s degree and 3 years’ experience</td>
</tr>
</tbody>
</table>
TRAIN Learning Network Affiliate Agreement

1. ("Affiliate") hereby agrees to participate in the learning management system for public health, healthcare, and preparedness professions, known as the TRAIN Learning Network ("TRAIN"), which The Public Health Foundation ("PHF") has developed and is operating.

2. TRAIN is a cloud-based system, hosted by PHF, providing access to information on training programs available to health professionals. The services provided for the subscription level are as follows:

A. The TRAIN Subscriber has the use of an identifiable TRAIN portal, developed to be SCORM and WCAG 2.0, Level AA compliant, which can be customized based on the Customization Checklist completed by Affiliate. Available features include:
   i. A unique URL for Affiliate portal
   ii. Custom header and footer with Affiliate's logo and colorscheme.
   iii. One custom field for learner records with user-defined response choices
   iv. One custom field for course records with user-defined response choices.
   v. A hyperlink to the URL of Affiliate's main web site or other designated site.
   vi. A customized support section to facilitate contact of selected Affiliate staff.

B. The TRAIN Subscriber has access to a web-based catalog of course listings and database of learner records that is dynamically linked across TRAIN affiliates, enabling learners to simultaneously search for courses available locally, regionally, and nationally, as well as online or onsite.

C. The TRAIN Subscriber has administrative control over its Affiliate portal via the Internet to perform actions such as:
   i. Approve courses and course providers.
   ii. Manage and export Affiliate's course, course provider, and learner databases.
   iii. Manage resources, discussion boards, announcements, and other learner support features on Affiliate site.
   iv. Register learners for courses and manage attendance.
   v. Collect feedback from learners online using the evaluation tool or rating tool.
   vi. Grant role-based access for specific administrative functionality to others in the same organization.
   vii. Generate custom reports on data fields in the courses, users, and course registrations data tables, and share those reports with other administrators in the same organization.
   viii. Generate individual or aggregate course roster reports.
   ix. Share course provider administrative tools with partner organizations, such as the ability to post courses, manage rosters, deliver assessments and evaluations, and provide certificates.
   x. Develop training plans (curriculums) consisting of any courses available to the Affiliate.

D. The TRAIN subscription includes access to marketing and reference materials to promote the Affiliate. Permission to customize existing materials can be granted by PHF.
E. The TRAIN annual (one year) subscription includes the following services and features:
   i. One year hosting of Affiliate portal.
   ii. One year of membership in the TRAIN Learning Network Affiliate Consortium ("TAC") for up to two (2) Affiliate staff, which includes:
      – Access to a TAC listserv, to support communications among affiliate representatives
      – Periodic demonstrations of new enhancements, users of the system, and other educational purposes
      – Delivery of a TAC Monthly Update newsletter
      – Invitation to participate and present at the TRAIN Learning Network Annual Meeting
   iii. Routine site updates to repair or enhance existing features or add new features.
   iv. Technical support to maintain functionality of Affiliate portal as follows:
      – Telephone technical support pertaining to site functionality for up to two (2) designated Affiliate administrators during normal Eastern Time business hours (unlimited use).
      – Email technical support pertaining to site functionality for up to five (5) designated Affiliate administrators during normal Eastern Time business hours (unlimited use).
      – Monitoring of the server and data center, 24 hours a day, 7 days a week.
   v. Telephone or email assistance from PHF pertaining to portal administration in accordance with TRAIN Policies (https://www.train.org/main/help/policies) (up to 10 hours per year).

3. The subscription fee for the twelve-month subscription year for a new Affiliate is $xx,xxx and shall be paid in full before service begins. The start date for the initial subscription year shall be the first day of the month following delivery of an operational pre-customized (revised) Affiliate TRAIN site, with the standard customized site delivered no later than 60 days after the start date or the submission of the Affiliate's customization information, whichever is later. It is understood that this TRAIN subscription is provided with a 30% market price discount included, in order to better serve public health agencies.

4. The new Affiliate will have 30 days from the receipt of the customization checklist to provide to PHF all information and files needed for the customization services. There may be an additional charge if a request for customization service is made at a later date. Within 14 days of PHF's delivery of the customized TRAIN site to the Affiliate, the Affiliate must confirm that it has received the site and accepts or requires corrections to the customizations as included and completed by PHF. If the Affiliate does not respond within 14 days, the Affiliate will be deemed to have waived any errors or omissions in the customization, and any subsequent requests for changes will be subject to prevailing service charges.

5. An existing Affiliate may renew the TRAIN subscription in additional twelve-month option years. The exercise of each option year is at the sole discretion of the Affiliate. The standard renewal fees for existing Affiliates shall be paid in advance 30 days before the start date for the subsequent subscription year. Subscription renewal fees may be increased by up to twenty percent per year. Affiliates will be provided the subsequent year's subscription fee at least 90 days in advance of the Affiliates' anniversary date by PHF. If the parties agree to a significant enhancement of the services provided by PHF, the fee will be subject to renegotiation.

6. The following rules governing the confidentiality of the individual records of learners shall be observed by the parties:
   A. Affiliate shall have access only to learners' records from individuals who choose to associate with the Affiliate portal.
   B. The learner can change his/her address or Affiliate association at any time, automatically transferring their record to another Affiliate.
C. PHF and its vendors shall have access to all learners' records in TRAIN. PHF agrees, for itself and its vendors that no individual learner records will be disclosed to anyone, except upon the written authorization of the learner, or, where if permitted advance written notice is provided, upon the order of a court of competent jurisdiction.

D. Data from individual learners' records shall not be used for the purpose of directly marketing any products or services to such learners without the prior written consent of such learner. Before providing any individual-identifiable data to any third party, each party to this agreement has the duty to obtain an equivalent commitment regarding marketing from any prospective recipient. No data may be sold by either the Affiliate or PHF.

E. PHF may make aggregate learners' record data available to third parties for research, analysis, and assessment, provided that any personally identifiable information (PII) is deleted from such records in advance.

F. Nothing in this agreement shall prohibit PHF or Affiliate from compiling and publishing collective/aggregate de-identified data on the usage of TRAIN and the usage of its various features, if all PII is removed. Furthermore, nothing in this agreement shall limit PHF from compiling and publishing commentary and reviews regarding any of the courses and materials listed on TRAIN.

G. These requirements for the confidentiality of learners' records shall be observed by all parties throughout the term of this agreement and following it, related to any records obtained through TRAIN.

7. PHF is not responsible for the fairness, accuracy, or completeness of any data submitted to the TRAIN website by any person, nor is PHF responsible for the fairness, accuracy, and completeness of any courses or educational materials identified or referenced on TRAIN. PHF will not register users for any courses, nor will PHF solicit or accept the payment of any fees and expenses related to attendance of any course. All fees and expenses of any course are solely the responsibility of the users.

8. PHF has posted TRAIN Policies (https://www.train.org/main/help/policies) governing the posting and management of information on TRAIN, and Affiliate agrees to accept and comply with such TRAIN Policies as they now exist and as they may be updated on TRAIN from time to time. Should PHF materially update or alter the TRAIN Policies, advanced written notice shall be given to Affiliate. TRAIN relies on submission of data by the participating users, and PHF is not responsible for errors, omissions, or timeliness in any data submitted. PHF is not responsible for erroneous, defamatory, or illegal information submitted to TRAIN, nor for any damages which may be suffered as a consequence of the publishing thereof.

9. TRAIN consists of an Internet-based system based on proprietary computer software created by PHF and its contractors, who own all intellectual property rights in such software. PHF grants Affiliate an license to use TRAIN during the term of this agreement and any extensions hereof and to modify Affiliate's web site within the standards specified by PHF. All Affiliate site modifications require prior approval from PHF. Affiliate has no authority to sell or otherwise transfer any or all of the components of TRAIN or any non-Affiliate TRAIN data to any other person without the prior written consent of PHF. In the event of the bankruptcy or other discontinuance of business of PHF or a TRAIN contractor, PHF will use its best efforts to preserve its rights in the software program and to make alternative arrangements for continuing the web site hosting and maintenance and support services described herein, but PHF makes no guarantee of continuity or compatibility of services and products in such a situation.

10. The performance of TRAIN is subject to customary limitations, such as delays, which occur in the use of the Internet. Access delays or unavailability of the site may also occur due to modification or maintenance of the site. PHF shall not be liable to Affiliate for any delays or with regard to the unavailability of TRAIN to Affiliate, if such delays are outside the reasonable control of PHF.
11. The materials developed pursuant to this agreement fall into two categories: (1) the database of information including courses and related materials associated with the Affiliate, and (2) the customized features of the TRAIN website developed for Affiliate in conjunction with the performance of this agreement. PHF agrees not to assert any rights and not to establish any claim under the patent or copyright laws for the customized features of TRAIN developed exclusively for Affiliate under this agreement, courses, and related materials listed on TRAIN. All components of the TRAIN system as defined in this agreement and all software and hardware used to support the TRAIN system, are the property of PHF and shall remain the property of the PHF throughout the contract term and following the termination of the contract. Upon termination of this contract, Affiliate shall have no further authority to use the TRAIN system software or hardware. At such time, Affiliate’s ownership interest shall be limited to the data and materials developed specifically for the Affiliate. Affiliate shall retain ownership of all materials submitted to PHF during the course of this agreement.

12. The goods and services provided in the agreement are provided without any express or implied warranties of (a) merchantability, or (b) fitness for a particular purpose. Affiliate agrees that any efforts by PHF or its contractors to modify the TRAIN program shall not be deemed a waiver of these exclusions. Affiliate further agrees that PHF shall not be liable to Affiliate or any third party for any loss of profits, loss of use, interruption of business, or any direct, indirect, incidental or consequential damages of any kind arising under or in connection with this agreement. PHF’s maximum liability to Affiliate for any and all claims concerning any services, materials, or products in any way related to this agreement shall not, in the aggregate, exceed the fees and expenses paid by Affiliate to PHF with respect to the services, materials, or products that are the subject matter of such claims.

13. If Affiliate fails to pay PHF for agreed-upon special services when payment is due, or if Affiliate fails to pay PHF the subscription renewal fee when due, then PHF may notify Affiliate that PHF will suspend access to Affiliate's web site if payment is not received within 14 days of such notice. Upon suspension, Affiliate administrators shall be denied access to the Affiliate's portal. Staff and learners that are part of the Affiliate will be redirected into the national level group to access their records and additional courses.

14. If Affiliate pays a past-due amount and any additional fee that may be required to reinstate its TRAIN subscription, PHF will re-establish access within seven (7) days after receipt of payment and Affiliate waives all claims of injury or loss due to the suspension of access. The beginning date of Affiliate's subscription year will not be changed as a result of any suspension of access.

15. If Affiliate violates any provision of this agreement or any of the TRAIN Policies published by PHF on the TRAIN web site during the term of this agreement, PHF shall give Affiliate written notice of such violation. Affiliate shall have 14 days from the receipt of notice to cure any violation or clarify any misunderstanding between the parties. If Affiliate fails to satisfactorily cure such violation within such period, PHF shall have the right to immediately terminate this agreement and terminate Affiliate's access to the TRAIN web site.

16. Any notice required by this agreement may be given to Affiliate or PHF at the contact address set forth at the end of this agreement, or at such other address which Affiliate or PHF has provided to the other party. Such notice may be delivered by first class United States mail, postage prepaid, or by private overnight delivery service.

17. Affiliate may terminate this agreement immediately, upon three month's written notice to PHF. PHF may terminate this agreement upon three months' written notice to Affiliate. Either party may terminate this agreement for any reason or for no reason. A terminated agreement during the first half of the contract year may receive a refund prorated subscription amount determined by the remaining time on the contract year. There will be no refund in the event of a termination by Affiliate during the second half of a contract year. Fees paid for special services, such as enhancements to TRAIN features or additional customizations to the Affiliate portal, are non-refundable.
18. If Affiliate has agreed to provide partial payment for a special service to be shared by several subscribers and there is not sufficient participation by other Affiliates or funders to cover the full cost of such service, PHF may notify Affiliate that it will not proceed with the service and offer Affiliate a credit for any fees paid. PHF will have full discretion to decide whether or not to continue with the development of a special service. If Affiliate chooses to terminate a special service project after work has begun, Affiliate will be entitled to a credit for that portion of the amount Affiliate has paid which is determined by PHF to constitute payment for work not yet completed. Affiliate may apply any credit toward the cost of future subscriptions or other special services.

19. The parties acknowledge that they may have access to certain confidential information of the other concerning the disclosing party’s business, plans, employees, customers, technology and products, and other information held in confidence by the disclosing party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, would reasonably be considered confidential. The receiving party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this agreement, nor disclose to any third party, any of the disclosing party’s Confidential Information.

20. This agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and agreements. This agreement shall prevail over any additional or conflicting terms in any purchase order, invoice, acknowledgment or other similar document regarding the subject matter hereof that is not signed by both parties. All of the terms of this agreement shall continue to be binding upon, and inure the benefit of, the parties during Affiliate’s initial subscription and all renewals of participation in the TRAIN Learning Network program, except as specifically modified in any later agreement between the parties.

21. The undersigned official, signing this agreement on behalf of Affiliate, certifies that he or she is duly authorized to enter into this agreement on behalf of Affiliate, and the state government, if applicable.