

ORDER FOR SUPPLIES OR SERVICES						PAGE 1 OF 19 PAGES		
IMPORTANT: Mark all packages and papers with contract and/or order numbers								
1. DATE OF ORDER 09/22/20		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO. 693KA9-20-H-00004		4. REQUISITION/REFERENCE NO. WA-20-05205		a. NAME OF CONSIGNEE W693H13M				
5. ISSUING OFFICE (Address correspondence to) FAA AWA 800 Independence Avenue, S.W. Washington DC 20591				b. STREET ADDRESS 693H13 FAA AAM 130 ROOM 806 800 INDEPENDENCE AVE SW WASHINGTON DC 205910001				
				c. CITY WASHINGTON		d. STATE DC	e. ZIP CODE 205910001	
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR AIR LINE PILOTS ASSOCIATION INTERNATIONAL				8. TYPE OF ORDER				
b. COMPANY NAME				☒ a. PURCHASE REFERENCE YOUR:		☐ b. DELIVERY		
c. STREET ADDRESS 7950 JONES BRANCH DRIVE, SUITE 400S				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 22102					
9. ACCOUNTING AND APPROPRIATIONS DATA See Schedule				10. REQUISITIONING OFFICE AAM - OFFICE OF AEROSPACE MEDICINE				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))								
☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED								
12. F.O.B. POINT Destination		14. BILL OF LADING NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS STANDARD NET 30		
13. PLACE OF								
a. INSPECTION Destination		b. ACCEPTANCE Destination						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	This is an Other Transaction Agreement (OTA) as authorized by 49 U.S.C. §106(1)(6), for the association of Air Line Pilots Association (ALPA), to provide all personnel, management, materials, facilities, equipment supplies, and Continued ...							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$530,632.07	17(h). TOTAL (Cont. pages) ▲
	21. MAIL INVOICE TO:							
	a. NAME 9-AMC-AMZ-FAA-APInvoices@faa.gov						\$530,632.07	17(i). GRAND TOTAL ▲
	b. STREET ADDRESS (or P.O. Box) Email Preferred or Mail To: DOT/FAA AMK-311/314 PO BOX 25082 OKLAHOMA CITY OK 73169-0710							
	c. CITY OKLAHOMA CITY				d. STATE OK	e. ZIP CODE 73169-0710		
22. CONTRACTING AUTHORITY BY (Signature) 					23. NAME (Typed) Krystal Au TITLE: CONTRACTING/ORDERING OFFICER			

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE	OF	PAGES
2		19

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

ORDER NO.

693KA9-20-H-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	services required to maintain a Human Intervention Motivation Study (HIMS) Program. The period of performance is one base year, and four one-year option periods. The period of performance and respective ceiling values are as follows: Base Period (September 24, 2020-September 23, 2021): \$530,632.07 Option Period 1 (September 24, 2021-September 23, 2022): \$532,920.60 Option Period 2 (September 24, 2022-September 23, 2023): \$538,403.99 Option Period 3 (September 24, 2023-September 23, 2024): \$543,786.68 Option Period 4 (September 24, 2024-September 23, 2025): \$549,669.82 The base year is funded at \$530,632.07. The base year is fully funded. The OTA's Total Estimated Potential Value for all years is \$2,695,413.17. The Contractor is not authorized to exceed the funded amount without express written consent of the Contracting Officer (CO). Points of Contact (POCs): Contracting Officer: Krystal Au, AAQ-420, krystal.au@faa.gov, 202-267-4517 Contracting Officer's Representative (COR): Dr. Nicholas Lomangino, AAM-200, Nicholas.lomangino-md@faa.gov, 202-267-8035 Contractor: Suzanne Kalfus, Senior Attorney, suzanne.kalfus@alpa.org, (703) 689-4324 COR / Tech Rep: LOMANGINO, NICHOLAS Period of Performance: 09/24/2020 to 09/23/2021					
00001	REGIS #71871091 / \$100,000 FY19 funding for HIMS ALPA / POP: 09/24/2020-09/23/2021 Electronic & IT: 03 Continued ...				100,000.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE 3 OF 19 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

ORDER NO.

693KA9-20-H-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Project Data: 12XXFAMEDCER.AV6400.WAB3300000.25100.0 7/27/2020.1200100190.480000 Accounting Info: 1200100190.2020.9024480000.WAB3300000. 25100.61006600.0000000000.0000000000.0 000000000.0000000000 acct1: 1200100190 acct2: 2020 acct3: 9024480000 acct4: WAB3300000 acct 5: 25100 acct6: 61006600 Funded: \$100,000.00					
00002	REGIS #71140979 / HIMS ALPA Base Year FY20 Funding / POP 09/24/2020-09/23/2021 Electronic & IT: 03 Project Data: 12XXFAMEDCER.AV6400.WAB3300000.25100.0 7/27/2020.1210100200.480000 Accounting Info: 1210100200.2020.0024480000.WAB3300000. 25100.61006600.0000000000.0000000000.0 000000000.0000000000 acct1: 1210100200 acct2: 2020 acct3: 0024480000 acct4: WAB3300000 acct 5: 25100 acct6: 61006600 Funded: \$318,000.00				318,000.00	
00003	REGIS #71140979 / HIMS ALPA BASE YEAR FY20 FUNDING INCREASE / POP 09/24/2020 - 09/23/2021 Electronic & IT: 03 Project Data: 12XXFAMEDCER.AV6400.WAB3300000.25100.0 9/14/2020.1210100200.480000 Accounting Info: 1210100200.2020.0024480000.WAB3300000. 25100.61006600.0000000000.0000000000.0 000000000.0000000000 acct1: 1210100200 acct2: 2020 acct3: 0024480000 acct4: WAB3300000 acct 5: 25100 acct6: 61006600 Funded: \$112,632.07 Continued ...				112,632.07	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE 4 OF 19 PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

693KA9-20-H-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The total amount of award: \$530,632.07. The obligation for this award is shown in box 17(i).					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

**OTHER TRANSACTION AGREEMENT (OTA) MEMORANDUM OF
AGREEMENT BETWEEN
FEDERAL AVIATION ADMINISTRATION (FAA)
AND
AIR LINE PILOTS ASSOCIATION (ALPA)**

ARTICLE I. PARTIES

The parties to this Agreement are the Federal Aviation Administration (FAA) and the Air Line Pilots Association (ALPA).

ARTICLE 2. SCOPE

A. Purpose:

The purpose of this Agreement between the Federal Aviation Administration (FAA) and the Air Line Pilots Association (ALPA) is to provide services in support of the Human Intervention and Motivation Study (HIMS) Program. ALPA must provide personnel, management, materials, facilities, equipment, supplies, and services to maintain the HIMS Program.

B. Specific goals and objectives to be accomplished:

The FAA is requesting that ALPA provide continued support for the Human Intervention and Motivation Study (HIMS). The work includes preparing and distributing education and training materials; conducting training seminars for pilots and airline management on peer identification and intervention; training for aviation medical examiners, clinical psychologists and psychiatrists; collecting and analyzing data; providing reports based on research and data collected; and other support as required in completing the efforts under this agreement.

C. Management of the project:

ALPA will provide a Program Manager (ALPA HIMS PM) to manage the work under this agreement.

The ALPA HIMS PM must meet the requirements of section D 10. Below.

Due to public health exigencies, the FAA realizes that modifications to venue, format, and additional technologies may be necessary to accomplish the stated objectives.

However, as additional funding may not be available; we expect adjustments may be necessary to maximize fundamental program objectives.

D. Roles and Responsibilities:

RESPONSIBILITIES OF ALPA:

1. Pilot Education Seminars

ALPA must conduct one basic educational seminar annually, within the continental U.S., which must train commercial pilots, airline management, aviation medical examiners, clinical psychologists, and psychiatrists as approved by the Federal Aviation Administration, in the recognition and intervention of substance use disorders, and the regulatory requirements of medical certification.

The following general topics must be presented:

- a. History, Principles and Goals of the HIMS Program.
- b. Physiology of Alcohol and Drug Abuse.
- c. Disease Concept of Alcoholism and Chemical Dependence.
- d. Signs and Symptoms of Chemical Dependence.
- e. Behavioral Indicators of substance use disorders and potential disqualifying conditions of Pilots.
- f. Intervention Principles.
- g. Alcohol and Drug Treatment.
- h. Aftercare Concepts.
- i. Preparing Cases for Medical Certification.
- j. FAA Certification Standards for Recovery from Alcohol and Drug Abuse.
(This subject will be presented by FAA participants from the Office of Aerospace Medicine and the Medical Certification Division.)
- k. Medical Monitoring and Relapses.
- l. Legal Issues in Addictive Disorders.
- m. Drug and Alcohol Testing Issues.

ALPA will include the FAA Certification Standards for Recovery from Alcohol and Drug Abuse as part of the seminar agenda. (NOTE: This subject will be presented by FAA participants from the Office of Aerospace Medicine and the Medical Certification Division.).

All topics must be presented by expert professionals in the fields of medicine, addictionology, law and human resource management. The seminar must consist of approximately twenty (20) hours of state-of-the-art lectures/presentations over a 2 to 3-day period. ALPA must ensure that the attendees represent a cross-section of the industry. The FAA requests at least 100-120 commercial pilots and U.S. aviation industry representatives are in attendance at each seminar; and at least 100 Sr. AME's, psychiatrists, and psychologists combined to attend the seminar.

See Title 2 of the Code of Federal Regulations (2 CFR) 200.432, entitled "Conferences" for more information regarding allowable cost under this agreement.*

The final agenda, list of lecturers, and seminar location must be reviewed by the HIMS Advisory Board, and approved by the Contracting Officer Representative (COR)

2. Advanced Seminar:

ALPA must conduct an advanced seminar annually, within the continental U.S., aimed at the specific issues experienced by each participant category related to program implementation of selected U.S. commercial air carriers. The advanced seminar must be similar to the pilot education seminar in that it may contain refresher material. This advanced seminar will focus on updating a standardized core HIMS model incorporating "recommended practices" gleaned from past HIMS experiences and approved by the FAA. ALPA must select the commercial air carriers for participation based on both the potential number of commercial pilots to be educated and the geographic considerations of the airline pilot population. Selection will also depend on related criteria as established by HIMS Advisory Board and approved by the COR.

The following general topics must be included in the advanced seminar:

- a. Contracts and Last Chance Agreements.
- b. Post-treatment Requirements.
- c. Monitoring Practices and Aftercare.
- d. Relapse Prevention/Detection/Response.
- e. FAA Medical Policy.
- f. Testing in Monitoring.
- g. Review of Database results and trends in the aviation industry.
- h. Elements of a Successful Working Program.

The final agenda and instructors must be reviewed by the HIMS Advisory Board and approved by the COR.

The seminar must be 2 days in duration, educate at least 30 Aviation Medical Examiners, psychiatrists, and psychologists and 100 pilots and airline management, and must be presented by at least three instructors who must be approved by the COR. ALPA must conduct the seminar at a location within the United States. These are general goals subject to reduction by public health situations.

3. Educational Program and Materials

The ALPA HIMS Program Manager and Advisory Board Chairperson will provide assistance consistent with FAA policies to healthcare professionals and pilots working within HIMS as needed. Educational efforts may also include Posters for Flight Ops rooms, Aviation colleges, and all AME offices, development of a Family Education Resource

program to include a section on the HIMS website, and a volunteer cadre of spouses and significant others to network and educate members on Al-Anon, co-dependency, Al-Teen, etc.; and develop a How-To manual and provide expert support and oversight as needed. Education must also include review of the HIMS educational video with FAA, ALPA, HIMS Program Manager and Addiction Medicine specialists, for needed updates and implement them as needed within available funds.

ALPA must ensure a wide distribution of previously prepared HIMS brochures and other educational materials, as directed by the ALPA HIMS Program Manager and the HIMS Advisory Board

Chairperson. The primary target of this distribution must be airline pilots and their families. While the primary means of this distribution may be the HIMS website, there must be an affirmative outreach effort to the target audience. In addition, the ALPA HIMS Program Manager and Advisory Board Chairperson must ensure distribution of materials about model or recommended programs and related materials developed under work previously done under the HIMS Program to carriers starting new treatment programs. New materials may be developed as appropriate and if funding permits, such as a trifold pamphlet or informational posters. The primary means of distribution of all such materials may be the HIMS website. Resources may be used to improve the HIMS website. The program manager in conjunction with the Advisory board and the FAA will review the impact of the public health emergency, develop and implement any educational program or process changes to meet program objectives.

4. HIMS Tracking Database

ALPA must continue to enhance the electronic HIMS Tracking Database, in cooperation with the FAA, pilot unions and individual carriers. The purpose of the database will be to quantify the overall effectiveness of the HIMS program, monitor relapses, identify possible risk factors for treatment failures and provide guidance to HIMS-trained professionals on how to improve their program structure to address weaknesses. For the protection of the pilots involved, individuals will not be identified by name in this database. Procedures will be developed with the intent of transferring the data input of current cases from FAA consultants, FAA HIMS AMEs and Independent Medical Sponsors (IMS). The HIMS PM will ensure the proper data entry into the HIMS database. The ALPA HIMS PM will review the data entered into the HIMS Database for the purpose of evaluating trends and extracting information relevant to the HIMS Program and its improvement. The Advisory Board will provide recommendations regarding database modifications that will need to be approved by the COR. This task also includes reviewing and if necessary improving the system process and data analysis.

The FAA will retain access and data belonging to the HIMS Tracking Database upon the expiration or termination of this agreement.

5. HIMS Website

ALPA must ensure proper maintenance of the HIMS Website, ensuring the domain name of www.himsprogram.com. This must be the particular responsibility of the HIMS Advisory Board Chairperson as the Website is a key informational resource for pilots and their families concerning both HIMS concepts and the treatment programs available on individual carriers. The website must be updated to provide for the names of individuals that are able to assist in the facilitation of the self referral process. ALPA may re-host the website to reduce maintenance costs and increase capacity to modify it as needed without increased expense. Resources may also be used to improve the HIMS website.

6. Outreach/Research:

ALPA must engage management, regulatory and union organizations outside the pilot community with the goals of both promoting the HIMS model by early intervention, by pilot self-realization, and family and colleague referral. ALPA must identify and gather information about programs that have been successful in other pilot populations, within and outside the U.S. ALPA must work with other sectors of the airline industry, domestic and international, that impact safety of flight operations to provide guidance and mentor the development of programs for substance use disorders, intervention strategies and treatment. This program element is essential for compliance with the FAA Safety Management System (SMS). The SMS objectives for the HIMS Program involves include each airline being involved in the program have representatives who will help their own employees through the program. This system helps train those trusted entities as well as medical personnel to understand the aeromedical requirements for uniform and fair assessments.

7. Advisory Board:

ALPA must form an Advisory Board composed of at a minimum, representatives from the Airline Industry, the Air Line Pilots Association and a HIMS AME. The Advisory Board may enlarge its membership provided no additional costs are incurred under this Contract.

As specified in this section, ALPA must obtain the advice and counsel of the Advisory Board. The Advisory Board must monitor progress and provide guidance to meet the requirements of this section.

8. Administrative Support Staff Position:

ALPA must appoint a staff person who will monitor the HIMS initiative, process billings for the activities, report to the COR on the status of each line item in the contract, and submit invoices for payment.

9. Administrative Support:

ALPA must utilize staff for the purpose of setting up the required meetings and conferences, as well as other general administrative functions.

10. Program Manager:

ALPA must employ a Program Manager responsible for the execution of the Contract. The Program Manager must be highly experienced in HIMS matters and will serve as a point of contact for pilots, managers, and health care professionals. The Program Manager will serve as a primary resource for Independent Medical Sponsors and will regularly coordinate program activities with FAA. Additionally, the Program Manager will assist the Chairman of the Advisory Board in determining HIMS policies and recommended practices for COR approval.

11. Progress Reports:

ALPA must prepare a contract progress report within 60 days at the end of each quarter, which describes significant technical accomplishments of the quarter, and identifies major milestones planned and achieved. ALPA must furnish one copy to the COR and one copy to the Contracting Officer. Each report must include, at a minimum, the following information:

1. The Contract number.
2. The reporting period.
3. A concise description of the work performed under each item during the reporting period.
4. A concise description of the work that will be performed under the item during the next reporting period.
5. A concise description of any technical or administrative problems that have arisen during the past reporting period under the item, and problems that are expected to arise during the next reporting period.
6. A description of anticipated activities for the next quarter.

12. Annual Reports:

Upon the completion of each contract year, ALPA will prepare an annual report that describes contract progress achieved in the final calendar quarter and summarizes the accomplishments under the entire contract year. This annual report must include the items specified in item 11 above, and will also constitute the Progress Report for the fourth quarter of each contract year as required by that line item. In addition to this information, ALPA must obtain feedback from commercial pilots and the U.S. aviation industry on the implementation of the Section 1 through 7 efforts to be included in each annual report. The report must document the implementation of Sections 1 through 7 and identify ongoing issues, a basic approach for correction, and the desired correction results in specific terms. Each annual report is due within 90 days of the end of the period of performance.

Parties are bound by a duty of good faith and best effort in achieving the goals of the Agreement.

E. Type of Agreement:

This Agreement is an "other transaction". It is not intended to be, nor must it be construed as, a partnership, corporation, or other business organization.

ARTICLE 3. EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which it is signed by the FAA. This Agreement must continue in effect until the end of the period of performance or until earlier terminated by the parties as provided herein.

The periods of performance are as follows:

Base Period: SEPTEMBER 24, 2020 – SEPTEMBER 23, 2021
Option Period 1: SEPTEMBER 24, 2021 – SEPTEMBER 23, 2022
Option Period 2: SEPTEMBER 24, 2022 – SEPTEMBER 23, 2023
Option Period 3: SEPTEMBER 24, 2023 – SEPTEMBER 23, 2024
Option Period 4: SEPTEMBER 24, 2024 – SEPTEMBER 23, 2025

The Government may extend the term of this OTA by written notice to ALPA within thirty (30) calendar days before the expiration of the OTA. The FAA will provide ALPA a preliminary notice of its intent at least sixty (60) days before the OTA expires. The preliminary notice does not commit the Government to an extension.

ARTICLE 4. REPORTING REQUIREMENTS

1. Progress Reports:
2. See description at Article II.D.11 Annual Reports:

The report must document the implementation of Sections D 1 through D 7, identify problems which remain, and a basic approach for correction and the desired correction results in specific terms. See description at Article II.D.12 above.

ARTICLE 5. INTELLECTUAL PROPERTY

A. Rights in Data

The Government retains Government Purpose Rights in all data developed under this agreement.

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Government Purpose Rights" means the rights to –

- (1) Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,
- (2) Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

ARTICLE 6. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE 7. POINTS OF CONTACT

FAA Contracting Officer

Krystal Au
Acquisition and Business Services (ACQ)
800 Independence Avenue, SW
Washington DC 20591
Krystal.Au@faa.gov
(202) 267-4517

FAA Technical Officer

Dr. Nicholas Lomangino
Medical Officer
Office of Aviation Medicine (AAM) nicholas.lomangino-md@faa.gov
(202) 267-7805

Air Line Pilots Association (ALPA)

Suzanne L. Kalfus
Senior Attorney
Air Line Pilots Association, International
7950 Jones Branch
Drive
Suite 400 S
McLean, VA 22102
suzanne.kalfus@alpa.org
(703) 689-4324

ARTICLE 8. INVOICING AND PAYMENT

- A. Requests for payment should be in accordance with the Cost Principles outlined in the Code of Federal Regulations (CFR) at 2 CFR 200 – Sub Part E as well as Appendix IV to 2 CFR 200 entitled, “Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations”.

- B. The Contractor must submit one (1) electronic copy of the invoice to:

FAA Accounts Payable
Email: 9-AMC-AMZ-FAA-APIInvoices@faa.gov
Phone: (405) 954-1828

Concurrent with the submission to the FAA Accounts Payable Branch, ALPA must submit one (1) copy of the invoice to the FAA Technical Officer and the

Contracting Officer (CO for review. Each invoice must reference the OTA number, the period of performance, and all costs associated with work performed.

- C. In the event of termination or expiration of this Agreement, any FAA funds which have not been spent or obligated for allowable expenses prior to the date of termination, and are not reasonably necessary to cover termination expenses must be returned to the FAA.

ARTICLE 9. LIMITATION OF FUNDS

The Government's liability to make payments to ALPA is limited to the amount of funds obligated hereunder, including written modifications to this Agreement.

ARTICLE 10. RETENTION OF RECORDS

ALPA is required to retain all records related to this agreement as outlined in 2 CFR 200.333 entitled, "Retention Requirements for Records".

ARTICLE 11. AUDITS

The Government has the right to examine or audit relevant financial records for a period not to exceed three years after expiration of the terms of this Agreement. ALPA and any subcontractors must maintain an established accounting system that complies with generally accepted accounting principles. Please see 2 CFR 200 Sub Part F entitled, "Audit Requirements" for more information.

ARTICLE 12. CHANGES/MODIFICATIONS

Changes and/or modifications to this Agreement must be in writing and signed by a FAA Contracting Officer and the ALPA President, General Manager or their designee. The modification must cite the subject Agreement, and must state the exact nature of the modification. No oral statement by any person must be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 13. TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party (other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party must take immediate steps to stop the accrual of any additional obligations which might require payment.

ARTICLE 14. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms of the Agreement, the inconsistency must be resolved by giving preference in the following order:

- a) The Agreement,
- b) The Attachments.

ARTICLE 15. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (l) and (m) is not a procurement contract, grant or cooperative agreement. Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement must not be construed more stringently against one party than against the other.

ARTICLE 16. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by mutually agreeable dispute resolution process to be determined by both parties at the time of the dispute. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.

ARTICLE 17. INSURANCE

ALPA must arrange by insurance or otherwise for the full protection of ALPA from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by ALPA, its employees, or contractors, or any third party acting on its behalf. ALPA agrees to hold the United States harmless against any claim by third persons for injury, death or property damage arising out of or in connection with its performance under this Agreement.

ARTICLE 18. LOWER TIER AGREEMENTS / SUBCONTRACTS

ALPA must include FAA's Acquisition Management System (AMS) Clauses, provided in Attachment 1, suitably modified in all lower tier Agreements, regardless of tier.

ARTICLE 19. CIVIL RIGHTS ACT

ALPA must comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally-assisted programs and provide a certification to that effect. For information regarding Title VI, see the following website:

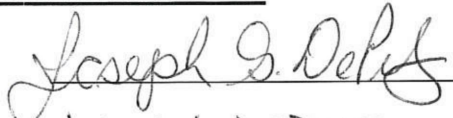
http://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/

ARTICLE 20. LIMITATION OF LIABILITY

Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of \$410,000.00 funding obligated under this Agreement at the time the dispute arises. In no event shall the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 21. PROTECTION OF INFORMATION

The parties agree that they must take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:**Air Line Pilots Association****BY:****NAME:** JOSEPH G. DEPETE**TITLE:** PRESIDENT**DATE:** 9-22-20**Federal Aviation Administration****BY:****NAME:** Krystal Au**TITLE:** Contracting Officer, AAQ-420**DATE:** September 22, 2020

ATTACHMENT 1

AIR LINE PILOTS ASSOCIATION

SUPPLIES OR SERVICES PRICE/COST SCHEDULE

Base Year: September 24, 2020 – September 23, 2021		
OTA #	CLIN Name	PRICE
001	Conduct Basic Pilot Education Seminar	\$121,294.21
002	Advanced Seminar	\$69,812.86
003	Education	\$33,573.00
004	Tracking Database	\$7,060.00
005	Website Maintenance	\$13,219.00
006	Outreach/Research	\$119,225.00
007	Advisory Board	\$29,448.00
008	Administrative Support Staff Position	\$15,000.00
009	Administrative Support	\$60,000.00
0010	Program Manager	\$60,000.00
0011	Progress Reports	\$1,200.00
0012	Final Report	\$800.00
Base Year Total Cost		\$530,632.07

Option Year 1: September 24, 2021 – September 23, 2022		
OTA #	CLIN Name	PRICE
001	Conduct Basic Pilot Education Seminar	\$124,579.75
002	Advanced Seminar	\$71,476.58
003	Education	\$30,598.35
004	Tracking Database	\$7,115.80
005	Website Maintenance	\$13,477.12
006	Outreach/Research	\$119,225.00
007	Advisory Board	\$29,448.00
008	Administrative Support Staff Position	\$15,000.00
009	Administrative Support	\$60,000.00
0010	Program Manager	\$60,000.00
0011	Progress Reports	\$1,200.00
0012	Final Report	\$800.00
Option Year 1 Total Cost		\$532,920.60

Human Intervention and Motivation Study (HIMS)

Option Year 2: September 24, 2022 – September 23, 2023		
OTA #	CLIN Name	PRICE
001	Conduct Basic Pilot Education Seminar	\$127,988.12
002	Advanced Seminar	\$73,202.15
003	Education	\$30,624.46
004	Tracking Database	\$7,173.27
005	Website Maintenance	\$13,742.98
006	Outreach/Research	\$119,225.00
007	Advisory Board	\$29,448.00
008	Administrative Support Staff Position	\$15,000.00
009	Administrative Support	\$60,000.00
0010	Program Manager	\$60,000.00
0011	Progress Reports	\$1,200.00
0012	Final Report	\$800.00
Option Year 2 Total Cost		\$538,403.99

Option Year 3: September 24, 2023 – September 23, 2024		
OTA #	CLIN Name	PRICE
001	Conduct Basic Pilot Education Seminar	\$131,523.98
002	Advanced Seminar	\$74,689.05
003	Education	\$30,651.35
004	Tracking Database	\$7,232.47
005	Website Maintenance	\$14,016.82
006	Outreach/Research	\$119,225.00
007	Advisory Board	\$29,448.00
008	Administrative Support Staff Position	\$15,000.00
009	Administrative Support	\$60,000.00
0010	Program Manager	\$60,000.00
0011	Progress Reports	\$1,200.00
0012	Final Report	\$800.00
Option Year 3 Total Cost		\$543,786.68

Option Year 4: September 24, 2024 – September 23, 2025		
OTA #	CLIN Name	PRICE
001	Conduct Basic Pilot Education Seminar	\$135,192.16
002	Advanced Seminar	\$76,533.29
003	Education	\$30,679.05
004	Tracking Database	\$7,293.45
005	Website Maintenance	\$14,298.88
006	Outreach/Research	\$119,225.00
007	Advisory Board	\$29,448.00
008	Administrative Support Staff Position	\$15,000.00
009	Administrative Support	\$60,000.00
0010	Program Manager	\$60,000.00
0011	Progress Reports	\$1,200.00
0012	Final Report	\$800.00
	Option Year 4 Total Cost	\$549,669.82

Summary Total		
OTA #	CLIN Name	PRICE
001	Conduct Basic Pilot Education Seminar	\$640,578.21
002	Advanced Seminar	\$365,713.94
003	Education	\$156,126.22
004	Tracking Database	\$35,874.99
005	Website Maintenance	\$68,754.80
006	Outreach/Research	\$596,125.00
007	Advisory Board	\$147,240.00
008	Administrative Support Staff Position	\$75,000.00
009	Administrative Support	\$300,000.00
0010	Program Manager	\$300,000.00
0011	Progress Reports	\$6,000.00
0012	Final Report	\$4,000.00
	Total	\$2,695,413.17