

Request for Applications 2021 Medical Reserve Corps Operational Readiness Additional Funding Announcement – March 29, 2021 Applications Open: April 5, 2021 5AM PST Applications Due: April 23, 2021, 5PM PST

Introduction

The National Association of County and City Health Officials (NACCHO) is pleased to announce the 2021 Medical Reserve Corps (MRC) Operational Readiness Awards (ORA) which provide funding opportunities for MRC units. Funding for this opportunity is available through a cooperative agreement between NACCHO and the U.S. Department of Health and Human Services' Office of the Assistant Secretary for Preparedness and Response (ASPR) Grant # 1 HITEP200045-01-00, CFDA # 93.008 Medical Reserve Corps Small Grant Program. Any applicable statutory or regulatory requirements, including 45 CFR Part 75 and 2 CFR Part 200, directly apply to this sub-award. Specific information on allowable costs can be found in 2 CFR Chapter I, Chapter II, Part 200 including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Funding Intent

The 2021 MRC ORAs aim to build the operational readiness capabilities of the MRC to meet the emergency preparedness and response needs of local, regional, and statewide stakeholders. The awards are intended to be flexible to meet the needs of all MRC units, support efforts to build and strengthen MRC capabilities, raise stakeholder awareness of MRC capabilities, and identify or sustain integration of the MRC into local, state, and/or regional emergency response plans.

The MRC ORA is a **competitive award** open to MRC programs that meet the eligibility requirements as outlined on the <u>MRC website</u>, as well as those listed in this Request for Applications (RFA) document under Section III: Eligibility Requirements. Units will be expected to complete an interim project survey and final project survey that outline their demonstrated progress to be eligible for future funding. Consideration will be given to applicants that demonstrate the need for funding, identify clear goals to build response capabilities, have the capacity to implement their project plans, and develop an evaluation and sustainability plan. Consecutive year funding may be available, so applicants are encouraged to develop goals and objectives for the next 12 months, as well as over the next 36 months.

I. Awards Overview, Description of Funding Levels, and Project Expectations:

Awards Overview:

NACCHO recognizes that MRC units vary in size, capabilities, and resources. To address this, funding levels have been structured to allow units to select the funding amount that fits their needs. Units that did not previously receive the 2021 MRC ORA Award are eligible to apply for one of the categories listed below. This funding opportunity provides up to a total of \$500,000 in awards.

MRC units may apply to **one** of the following funding opportunities:

- Tier 1 Awards: \$5,000 Build MRC Response Capabilities
- Tier 2 Awards: \$10,000 Strengthen MRC Response Capabilities

How to Apply

Apply between April 5-23, 2021: https://nacchoapplication.secure-platform.com/a/organizations/main/home

Description of Funding Levels:

Tier 1 Awards: \$5,000 - Build MRC Response Capabilities

<u>Focus:</u> Provides a funding level for units to build capabilities to meet local response needs. This funding may support units that are smaller in size, have a specific/targeted need, a newly formed unit, or a unit that is focused on rebuilding their MRC unit if previously inactive or underutilized.

Example of Project Goals and Objectives

- Specific or Targeted Need: Develop a plan to recruit, onboard, and train MRC Volunteers to support mass vaccination response teams.
- Newly formed MRC unit: Develop an MRC unit volunteer management plan that identifies volunteer
 registration and onboarding requirements, alert and activation processes, establish minimum ICS and
 MRC Core Competencies requirements, volunteer tier levels, and identification of primary mission sets
 to be developed in collaboration with response partners.
- Rebuilding: Collaborate with response partners to determine emergency response needs, identify any barriers to using MRC volunteers, and develop a volunteer training and exercise plan to support MRC mission sets and integration into local response plans.

Examples of project activities:

- Develop recruitment strategy for medical professionals using social media and news outlets.
- Develop onboarding process to register volunteers, conduct administrative requirements, and track training requirements of volunteers.
- Identify and track MRC core competencies, ICS, and specialized trainings to support emergency responses using the MRC Volunteer Tier Levels or other categorization.
- Conduct workshops or meetings with emergency response partners, identify response roles for MRC volunteers, and build MRC mission sets.
- Conduct training and exercises that support MRC mission sets.
- Capture lessons learned from exercises or response activities. Update mission sets or response plans as needed.

Tier 2 Awards: \$10,000 - Strengthen MRC Response Capabilities

<u>Focus:</u> Provides a funding level for units to strengthen current capabilities for evolving response missions. This funding is intended for units that have an established volunteer management structure, have the capacity to further expand their unit response capabilities, have a demonstrated record of supporting public health emergency responses, or have a record of supporting multiple natural disaster response missions.

Examples of project goals and objectives:

- Collaborate with response partners to identify and develop new or evolving MRC response mission sets, develop training plan to fulfill the mission set requirements, with an agreed target date to be operationally ready to deploy.
- Develop 2 MRC Mission Sets and execute a yearly training plan to increase volunteers able to deploy that include MRC Core Competencies, ICS, CPR, PFA, and other core requirements for deployments locally or outside of outside of local jurisdiction.

Examples of project activities:

- Conduct regularly scheduled unit trainings that reinforce volunteer capabilities to support unit mission requirements.
- Identify and implement training opportunities to support unit mission capabilities, such as workshops or exercises.
- Conduct recruitment and training of volunteers for response roles identified for specific unit missions.

- Strengthen awareness and build integration of MRC capabilities with stakeholders through joint trainings or exercises.
- Identify and purchase mission set equipment requirements and train volunteers on use of equipment/supplies.
- Capture lessons learned from exercises or response activities. Update mission sets, job action sheets, or response plans as needed.

Project expectations:

Applicants are expected to address the following goals or activities as part of their award:

- Project goals should focus on developing unit capabilities to support local, regional, or state response
 missions, while incorporating appropriate tools and resources from the MRC Deployment Readiness
 Resource Guide which support building common MRC standards. Units are encouraged to develop
 training plans that include the MRC Core Competencies, identify minimum training requirements
 necessary for deployments, and utilize the MRC mission set template to develop response team plans
 that can be shared across the MRC network and with stakeholders.
- 2. Goals and activities should align with at least one of the MRC and ASPR priorities:
 - i. Medical screening and care in emergencies;
 - ii. POD's, mass vaccinations, and other mass dispensing efforts;
 - iii. Deployment of volunteers outside of local jurisdiction, and
 - iv. Training community members to respond.
- 3. Applicants are encouraged to use the <u>MRC Factors for Success</u> to identify areas to further develop their volunteer and unit capabilities.
- 4. Project plans should identify:
 - a. the current state of their MRC unit's volunteer capabilities;
 - **b. barriers to deploying** MRC volunteers; and,
 - **c. realistic goals** for the future state of volunteer and unit capabilities.
- 5. Project goals should focus on **sustaining** volunteer or unit response capabilities through the development of unit training and response plans and consider sustainability planning for beyond the award.
- 6. Awardees will be required to submit an action plan using the provided template and incorporating application responses and participate in an interim and final project survey.
- 7. Provide examples of MRC resources in the interim or final evaluation that can be shared with the network to support peer-to-peer learning.

II: Proposal Content, Evaluation, and Scoring of Applications

Proposals for ORAs will be evaluated on the following criteria:

The complete list of administrative and application questions may be downloaded here.

- 1. Project Description 250 words per question (50% of total score):
 - a. <u>Background:</u> Describe the **community that your MRC unit supports** and the support roles your unit provides during emergencies/non-emergencies. Include general jurisdiction demographics, such as population density and populations served, that impact the need for your MRC unit's support roles or missions. Include any other unique challenges that demonstrate a need for this funding.
 - b. <u>Current State:</u> Describe the **current readiness and capabilities** of your MRC unit. Describe your challenges or strengths to support the level of funding requested. Units selecting the Strengthening award should be able to demonstrate their current capacity to develop response plans and mission sets. Include how your MRC unit is currently integrated into response plans or areas for opportunities to support new or evolving missions.
 - c. <u>Future State:</u> Describe the **goals** of your project to build or strengthen MRC unit operational readiness. Consider what is realistic this project year and the measurable objectives to build

- your unit's operational readiness over the next 12-36 months. Use SMART criteria as you develop your goals. (Example: 1. Develop a targeted recruitment plan for medical personnel to support mass vaccination plans or other identified response roles by the 3rd quarter. 2. Develop a Mass Vaccination Mission Set to support local response plans by June. Develop and implement an expedited training plan for volunteers to support deployments by September).
- d. <u>Measurable Outcomes:</u> Describe the **measurable outcomes** of your planned project activities or planning resources developed. (Example: 1. Number of MRC volunteers conduct onboarding administrative and training requirements to be a Level 3 deployable volunteer. 2. Number of volunteers have been trained to support an MRC Mass Vaccination mission 3. Develop mission sets and supporting training plans).
- e. <u>MRC Priorities:</u> The MRC program has identified four priorities that MRC units should strive for. Describe the activities that will be conducted to support the primary MRC ASPR Priority that this project supports and why it is important for the community your MRC serves.
 - i. Medical screening and care in emergencies
 - ii. Points of Dispensing, mass vaccination, and other mass dispensing efforts
 - iii. Use of MRC units outside of local jurisdiction
 - iv. Training community members to respond

2. Action Plan Implementation – 250-word limit per question (20% of total score):

- a. <u>Implementation plan:</u> Describe the activities or trainings to be conducted to meet the project goals, objectives, and outcomes. Include a brief timeline over the next 12 months.
- b. <u>Collaboration:</u> Describe how MRC volunteers, community and response partners, local health departments or other sponsoring agencies will be engaged in the project and strategies to address any barriers to deploy volunteers.

3. Evaluation and Sustainability - 250-word limit per question (20% of total score):

- a. Describe how your unit will collect data, monitor, and track planned activities to meet your project goals and objectives.
- b. Describe how your project goals will help build sustainability of your MRC unit during the next 12-36 months. (Example what procedures, plans, or trainings will be developed for future MRC activities).

4. Budget (10% of total score)

- a. Include a line-item budget of your estimated program costs. Your budget should equal \$5,000 or \$10,000 based on the award level requested. Use <u>NACCHO's Budget Template</u>, or your own budget template saved as a doc, docx, pdf, csv, or xml file.
- b. Administrative costs should be minimized where possible and funds should be used to support unit response capabilities. NACCHO's MRC Award funding may not be used to purchase promotional items/giveaways. See Appendix C for additional funding restrictions.
- c. Please include the following categories in your budget:
 - i. Administrative Costs and Fees
 - ii. Professional Service Fees
 - iii. Facilities, Rentals, and AV Fees
 - iv. Uniforms, Field Equipment, and Resources
 - v. Training & Exercises (T&E)
 - vi. Travel/Transportation Services
 - vii. Awards, Recruitment, and Outreach

Evaluation and Scoring of Applications

Applications for the ORAs will be evaluated on the relevance of the proposed project goals and activities for the level of funding requested, clear description of the intent of the project, planned activities, capacity to implement planned activities, and the overall impact of the funding to support the mission of the local MRC unit(s) applying.

Application questions will be scored in four categories, as outlined above: Project Information (50%), Work Plan (20%), Evaluation and Sustainability (20%) and Budget (10%). Applications may receive a maximum score of 100% with funding awarded based on an applicant's total score, recommendation of reviewer(s), scope of project relevant to the funding tier, and the total funding available.

III: MRC Eligibility, Contractual Requirements, and Payment of Award

Minimum eligibility requirements for the MRC ORAs include the following:

- Applicants must have a MY NACCHO account to apply: https://nacchoapplication.secure-platform.com/a/organizations/main/home
- Applicants must update their unit profiles on the MRC Program Office website
 (https://mrc.hhs.gov/HomePage) between January 23 April 23, 2021, prior to receiving award funding.
 Please contact your MRC Regional Liaison for assistance as needed.
- Prospective MRC units* applying for a 2021 MRC ORA must follow the MRC Program Office's unit registration process, have submitted their prospective unit's application for registration, and have been confirmed by their Regional Liaison no later than **April 23, 2021**, to be eligible.
 - *A prospective MRC unit that has applied for an MRC ORA will not be awarded funding until it is an approved and registered MRC unit.
- Units that have already received a 2021 MRC Operational Readiness Award are not eligible to apply.

Contractual Requirements:

- Applicants must be eligible to receive federal funds through their sponsoring agency OR be a 501(c) (3) non-profit organization. Please ensure you enter correct information for the sponsoring agency and signature authority to avoid contract delays.
- Applicants must be registered and have a profile with active status in <u>SAM.gov</u> with their sponsoring agency's Employer Identification Number (EIN) and Duns & Bradstreet Number (DUNS), as required by Federal regulations.
- The contractual agreement will be sent once the sponsoring agency registrations in SAM.GOV are confirmed.
- A copy of the contract template is included in Appendix D. NACCHO requests applicants to accept the contract language as provided.
- Units that accept the funding agree to comply with the terms of agreement outlined in the contractual agreement and submit all documents within the terms of agreement timeframe.
- NACCHO will not be able to accept any requests for changes to the content language of the contractual agreement.
- Requests for corrections or changes to designated approving authorities, housing agencies, or addresses to the contract must be submitted to NACCHO by July 1, 2021.

Contract Steps	Action Required
Provide DUNs Number & EIN/TIN	Matches the sponsoring/contractual agency listed in application.
Register in SAM.GOV	 Establish a profile in SAM.gov for sponsoring agency, if needed. DUNs number provided must be registered and active in SAM.gov Allow 12-15 days if a new account needs to be set up. Follow this quick guide to set up a SAM.GOV account.
Signatory Authority	 Provide the name of the individual authorized to sign the contract. Typically, this person is from the sponsoring agency or the local governing body.
NACCHO Contract	Will be issued after verification of active status in SAM.GOV

Payment of Award

- MRC units selected for funding will receive a notification of award with the template to be used for invoices and the ORA Action plan. This template can also be found in Appendix A and B.
- MRC Awards will be issued in two equal payments based on receipt of the following items:

Payment:	Invoice Due Date:	Submit:	Payment Requirements:		
Initial Payment	July 30, 2021	• Invoice A	A Fully Executed Contract		
(50% of award)		ORA Action Plan	 Active registration of organization's 		
		(see Template)	DUNS No. at sam.gov		
			Submission of Invoice 1 and		
			Deliverable 1		
Final Payment	September 29,	• Invoice B	 Submission of Invoice 2 and 		
(50% of award)	2021	• Interim Survey	Deliverable 2		
Use NACCHO Template in Appendix A & B and email to mrc@naccho.org					

IV: Important Dates and Information

The following dates are provided for planning purposes for the application, review, notice of award, and post award reporting requirements.

Announcement and Application Period:

- **January 23 April 23, 2021:** Applicants must have fully updated their unit profiles on the MRC Program Office website (https://mrc.hhs.gov).
- March 29, 2021: Release 2021 MRC ORA Request for Applications.
- April 1, 2021: MRC Awards Webinar.
- April 5, 2021: MRC Operational Readiness Award application opens at 5am PST.
- April 23, 2021: MRC Operational Readiness Award application closes 5pm PST
- **April 23, 2021:** Verify eligibility status of applicants. Date by which prospective MRC units must have submitted their application for registration with the MRC Program Office to be eligible.
- April 26, 2021: Application review period begins.
- May 7, 2021: Application review period ends.

Award, Contract, and Reporting Requirements:

- Week of May 17, 2021: Notice of Awards released to awardees.
- May 17 June 11, 2021: Award contracts emailed to MRC unit leader and sponsoring agency.
- July 16, 2021: Signed contracts and Certification of Non-debarment forms due to NACCHO.
- July 16, 2021: First Invoice and Plan of Action is due
- September 17, 2021: Interim project progress survey due.
- September 17, 2021: Deadline to submit second and final invoice
- January 2022: Final project evaluation survey.

V: Reporting Requirements

All awardees will be required to complete an interim and final project survey as part of the funding agreement. The information reported in these surveys will be used to determine progress toward meeting the award goals and objectives, provide accountability of funding to the MRC Program office, and identify promising practices, resources, or tools to share across the greater MRC network. NACCHO is also interested in ensuring that ORA projects can be sustained beyond the project timeline. Therefore, progress reports will include plans to ensure the sustainability of efforts initiated under the award.

Other Important Information

MRC ORA contracts will be sent electronically to selected units starting May 17th to the person listed as authorized to sign the contract and a courtesy copy to the MRC unit leader. Before contracts are sent out NACCHO conducts a search of the DUN's number provided in the application in the SAM.gov website to verify the sponsoring agency listed is registered and in an active status. It is highly recommended that applicants verify in advance their status in SAM.GOV to avoid contracting delays. It is the responsibility of the MRC unit to return a signed copy of the contract no later than July 16, 2021.

Award funds will be paid in two equal payments. The first half of the award payment will be made upon receipt of Invoice A and Action Plan (first deliverable), due by July 16, 2021. The second half of the award will be paid upon receipt of Invoice B and completion of the interim survey (second deliverable), due by September 17, 2021. Funding for awards will be mailed approximately 2-4 weeks after receipt of the completed and signed contract, invoice, and plan of action. We are unable to make content changes to the contract or extend the deadline for receipt of the contract. Units are encouraged to be proactive in coordinating the grant approval process within their housing agency or local jurisdiction to avoid possible delays

For any additional questions, contact NACCHO at mrc@naccho.org.

APPENDIX A

2021 MRC Operational Readiness Awards – DELIVERABLE I NACCHO Invoice & 2021 MRC Operational Readiness Action Plan

Due: July 16, 2021

	Unit Administrative Information
MRC Unit #	
MRC Unit Name:	
MRC Point of Contact:	
Email:	
Award Amount:	
Date:	
Tasks completed	Invoice Amount
Deliverable I	
Due by:	\$
July 16, 2021 d Check to:	
d Check to: Action Pla	in for the 2021 MRC Operational Readiness Award by your application to complete the following sections)
d Check to: Action Pla	on for the 2021 MRC Operational Readiness Award by your application to complete the following sections)
Action Pla (Refer to support plan to build	
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2. Measurable Outcomes:	
List the measurable outcomes	
of planned activities or types of	
resources to be developed	
-	
3. Implementation Plan:	
List the planned activities or	
trainings and timeline for the	
next 12 months to meet goals.	

APPENDIX B

2021 MRC Operational Readiness Awards – DELIVERABLE II

NACCHO INVOICE & INTERIM ACTION PLAN SURVEY

Due date: September 17, 2021

**Please submit this invoice along with Deliverables II and email to NACCHO MRC mrc@naccho.org

	Unit Administrative Information
MRC Unit #	
MRC Unit Name:	
MRC Point of Contact:	
Email:	
Award Amount:	
Date:	
•	
Tasks completed	Invoice Amount
Deliverable II	
Deliverable II Due by: September 17, 2021	\$

The sample questions below can be used for planning purposes.

- Has your MRC Unit begun your project? Yes/No
- If no, please explain challenges that have prevented progress on your project plans.
- Describe progress on your implementation plan.
- Describe progress on measurable outcomes.
- Approximately how many volunteers have been engaged in project plans.
- Do you have any success stories that you would like to share?

^{**}Unit leaders will receive a survey link in September 2021 to complete their interim project evaluation. Units may submit their invoice once the online survey has been completed.

Appendix C – General Terms and Conditions

The terms and conditions of this funding opportunity and other federal compliance requirements have the following order of precedence if there is any conflict in what is required: (1) Public Health Service Act, Section 311(c)(1), 2811, and 2813 (42 U.S.C. 243). (2) terms and conditions of the award (3) CFR Part 75; (4) HHS Grants Policy Statement

Mandatory Disclosures: The non-Federal entity or applicant for Federal award must disclose, in a timely manner, in writing to the Federal award agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 200.338 Remedies for noncompliance, including suspension or debarment (See also 2 CFR part 180 and 31 U.S.C. 3321).

Equal Treatment: The recipient must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

Consolidated Appropriation Act, 2015 (Public Law 113-235), Division G, Title VI, Sec. 603: The grantee agrees to comply with existing and future guidance from the Secretary regarding control of the spread of the Ebola virus.

Publications: All grantee publications, including: research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements: **A specific acknowledgement of ASPR grant support, such as:** "Research reported in this [publication/press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response under award number [specific ASPR grant number(s)]."

A disclaimer that says: "The content is solely the responsibility of the authors and does not necessary represent the official views of the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Response."

Procurement: When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

Lobby Restrictions: The grantee must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal Contract, grant or cooperative agreement, the making if any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered action.

Funding Restrictions

Pornography: None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography.

Gun Control: None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.

Sterile Needle Distribution: No funds made available through this award shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Executive Level II Salary Cap: Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the current Executive Level II compensation requirements (\$197,300 annually).

**Please note that the federal government has implemented a prohibition against using federal funds to purchase telecommunications and video surveillance equipment and services from certain Chinese companies. This regulation is being incorporated into federal grants and contracts received NACCHO through <u>2</u> <u>CFR 200.216</u> and/or Federal Acquisition Regulations (FAR) clause <u>52.204-25</u>.

The federal regulation specifically prohibits the purchase of telecommunications equipment and services from: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities defined below); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The definition of "Affiliate" can be found in FAR 2.101. The list of subsidiaries and affiliates of Huawei and ZTE can be found in Supplement Number 4 to 15 CFR Part 744.

APPENDIX D – Sample NACCHO Contract Language

CONTRACT # MRC 21 - Unit #

This Agreement is entered into, effective as of the date of the later signature indicated below (the "Effective Date"), by and between the **National Association of County and City Health Officials** ("NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 and **Legal Name** ("Organization"), with its principal place of business at Address of organization.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services' Office of the Assistant Secretary of Preparedness and Response (Grant No. 6 HITEP 200045-01-01, CFDA # 93.008) (the "Grant") to build the capacity of local Medical Reserve Corps ("MRC") units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to The Office of the Assistant Secretary of Preparedness and Response, Medical Reserve Corps Program ("MRC Program");

WHEREAS, Organization is either houses or is itself an MRC unit that is registered in good standing with the MRC Program;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the MRC Program;

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

- 1. <u>TERM OF AGREEMENT</u>: The term of the Agreement shall begin from the Effective Date and shall continue until <u>September 29, 2021</u> (the "Term").
- 2. <u>PAYMENT FOR SERVICES</u>: In consideration for the completion of services performed by Organization as set forth in Section 3, NACCHO shall pay Organization a Firm Fixed Price payment of <u>TBD Dollars</u> (<u>\$TBD</u>). The parties agree that payment method shall be made by check, via postage-paid first-class mail, at the address for the giving of notices as set forth in Section 14 of this Agreement. Any changes of payment method would require a modification signed by both parties.
- 3. <u>ORGANIZATION'S OBLIGATIONS</u>: In consideration for the payment described, Organization agrees, during the Term of this Agreement, by performing the following criteria below:
 - a. Has 501c (3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf.
 - b. Organization receiving the funds must be registered and approved in SAM.gov.
 - c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in their award application.
 - d. Submission of Deliverable I: MRC Operational Readiness Action Plan using the template provided by NACCHO and submits with signed contract by July 16, 2021 (Required to receive 50% of payment See Appendix A)
 - e. Submission of Deliverable II: All awardees will be required to complete an interim project survey by September 17, 2021. (Required to receive 50% of payment See Appendix B).
 - f. Submission of Deliverable III: All awardees will be required to complete a final project survey as part of the funding agreement (Required to be considered in the next MRC award selection).
- 4. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in

- writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
- 6. <u>INTERFERING CONDITIONS</u>: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.
- 7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
- 8. <u>ENTIRE AGREEMENT</u>: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces all previous understandings, commitments, or agreements, oral or written.
- 9. <u>PARTIAL INVALIDITY</u>: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
- 10. <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).
- 11. <u>COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS</u>: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
- 12. <u>DEBARRED OR SUSPENDED ORGANIZATIONS:</u> Pursuant to 45 CFR Part 74, Organization certifies to the best of its knowledge that it is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
- 13. <u>AUDITING</u>: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.
- 14. <u>NOTICE</u>: All notices under this Agreement shall be in writing and shall be sent via email and first-class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

FOR NACCHO:

National Association of County and City Health Officials

Attn: NACCHO MRC Team 1201 (I) Eye Street NW 4th Fl.

Washington, DC 20005 Tel. (202) 783-5550 Fax (202) 783-1583 Email: mrc@naccho.org

FOR ORGANIZATION:

Legal_name

Name of Authorized Signer

Title of Authorized Signer

Tax_address

Tax_address2

Tax_city, tax_state tax_zip

Tel. mrc_phone

Email:

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO: Authorized Signature:		ORGANIZATION: Authorized Signature:	
Ву:		Ву:	
Name:	Jerome Chester	Name:	Name of Authorized Signer
Title:	Chief Financial Officer	Title:	Title of Authorized Signer
Organization:	National Association of County and City Health Officials	Organization:	Legal Name
EIN:	52-1426663	EIN:	
		DUN:	
Date:		Date:	