

NACCHO

National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

**Building Multi-Sector Partnerships to Advance Health Equity in Cardiovascular Disease
Prevention Efforts**

National Association of County and City Health Officials (NACCHO)

Release Date: October 31, 2022

Due Date: November 30, 2022, 11:59 PM PT

Summary Information

Project Title: Building Multi-Sector Partnerships to Advance Health Equity in Cardiovascular Disease Prevention Efforts

Proposal Due Date and Time: November 30, 2022, at 11:59pm PT

Selection Announcement Date: Week of December 12, 2022

Source of Funding: Centers for Disease Control and Prevention

NOA Award No.: 6 NU38OT00306-05-01

Maximum Funding Amount: Up to \$30,000

Estimated Period of Performance: January 3, 2023 – July 31, 2023

Point of Contact for Questions Regarding this Application: Johanna Segovia, Sr. Program Analyst, Chronic Disease (jsegovia@naccho.org)

Special condition of this award: see appendix A

Overview

The National Association of County and City Health Officials (NACCHO) is a membership association representing nearly 3,000 local health departments across the United States. NACCHO's mission is to improve the health of communities by strengthening and advocating for local health departments (LHDs). Since its inception, NACCHO has sought to improve the public's health while adhering to a set of core values: equity, excellence, participation, respect, integrity, leadership, science and innovation. For more information on NACCHO, please visit www.naccho.org.

NACCHO supports community-level efforts to address chronic disease conditions that critically impact the community's health and well-being. Every year, more than 1.5 million people in the U.S. suffer from heart attacks and stroke and over 877,500 deaths occur from heart disease, stroke, or other cardiovascular diseases.¹ Racial and ethnic minority groups are disproportionately affected by cardiovascular disease (CVD) and poor health outcomes due to health inequities and disparities.² Additionally, the COVID-19 pandemic has contributed to a decline in people seeking medical care for heart attacks and stroke by 23% and 20%, respectively.³ Hypertension, or high blood pressure, are preventable risk factors for heart disease and stroke; however, nearly half of US adults have hypertension and only about 1 in 4 has it under control (<130/80 mmHg).¹ More concerning is that progress in hypertension control has stalled, and racial and geographic disparities persist. Heart disease and stroke is a public health priority where the health disparities to treat and control preventable risk factors, such as hypertension, can be influenced at multiple levels, from individual patient level to the local community environment. There is a need for not only expanding evidence-based practices that are effective, feasible, sustainable, and transferable across diverse populations in the U.S., but also address the health inequities and disparities that contribute to the disparate outcomes of cardiovascular disease.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity for local health departments to reduce risk factors for cardiovascular disease by addressing social determinants of health (SDOH) that contribute to health disparities and inequities. NACCHO expects to award up to three (3) local health departments working to implement cardiovascular disease prevention programs. Applicants must have existing evidence-based strategies in their CVD prevention program and present a clear interest in advancing health equity by addressing SDOH. Examples of evidence-based strategies to improve cardiovascular health while also achieving health equity can be found in [Best Practices Guide for Cardiovascular](#)

¹ Virani SS, Alonso A, Benjamin EJ, Bittencourt MS, Callaway CW, Carson AP, et al. Heart disease and stroke statistics—2020 update: a report from the American Heart Association. *Circulation*. 2020;141(9):e139–e596.

² U.S. Department of Health and Human Services. The Surgeon General's Call to Action to Control Hypertension. Washington, DC: U.S. Department of Health and Human Services, Office of the Surgeon General; 2020.

³ Lange SJ, Ritchey MD, Goodman AB, et al. Potential Indirect Effects of the COVID-19 Pandemic on Use of Emergency Departments for Acute Life-Threatening Conditions — United States, January–May 2020. *MMWR Morb Mortal Wkly Rep* 2020;69:795–800. DOI: <http://dx.doi.org/10.15585/mmwr.mm6925e2>external icon.

[Disease Prevention Programs](#) and the [Surgeon General's Call to Action to Control Hypertension and Promotion](#). Examples of SDOH areas include, but are not limited to the built environment, community-clinical linkages, food insecurity, social connectedness, and tobacco-free policies. Visit the [CDC's National Center for Chronic Disease Prevention and Health Promotion](#) for additional information on achieving health equity by addressing the social determinants of health.

Additionally, this project seeks to enhance coordination across community leadership, including the local public health department, elected officials, local governmental entities and/or community-oriented organizations on addressing cardiovascular disease and health inequities in their jurisdiction. Examples of this include, but are not limited to, collaborating to improve the built environment, increase access to public transportation, or encouraging utilitarian and leisure walking in priority populations. Examples of strong collaborative partnerships include the Move with the Mayor™ initiative, which works with mayors across the country to encourage residents to be more physically active and make physical activity in their communities more accessible. Visit the [National Forum: Move with the Mayor™](#) initiative for additional examples.

NACCHO is committed to the promotion of health equity and the elimination of health inequities. Health inequities are reflected by the disproportionately high rates of disease, premature death, and a lower quality of life. Health inequities are avoidable and state, federal, and locally funded activities play a key role in helping to solve this problem. Applicants are encouraged to describe how their work has addressed health inequities within the context of proposed activities. NACCHO and CDC will provide tools and resources, technical assistance, and subject matter expertise throughout the project period. Best practices, challenges, lessons learned and achieved outcomes will be documented and shared with CDC, NACCHO members, and other relevant partners.

NACCHO will host an informational webinar on **Thursday, November 10 at 1pm ET** to walk through the RFA and respond to questions. Please note that no new information will be shared during the call. Applicants need not wait for this optional call in order to begin or submit the application. The call will be recorded and posted to the NACCHO website, [here](#).

Eligibility and Contract Terms

Eligibility

This funding opportunity seeks to enhance multi-sector partnerships (i.e., local public health department and partner organization) and efforts to reduce risk factors for heart disease and stroke by addressing SDOH while advancing health equity. To be considered for this funding opportunity, applicants must:

- Demonstrate successful implementation of evidence-based strategies in their current cardiovascular disease prevention program;
- Demonstrate a readiness to address SDOH and increase health equity in current cardiovascular disease prevention program. SDOH areas to consider include the built environment, community-clinical linkages, food and nutrition security, social connectedness, and tobacco-free policy;
- Demonstrate an interest in building strong cross-sector collaboration with mayoral/local elected official, community-oriented organization and/or local governmental entity, such as the Department of Transportation, Parks & Recs., etc.

Contract Terms

Selected applicants will enter into an agreement with NACCHO using the NACCHO [standard contract](#) (terms and conditions) attached as appendix A. Agreement with majority of NACCHO standard contract terms and conditions is a requirement and as part of the application, the contractor will be asked to verify that they have read NACCHO's standard contract language and confirmed in agreement with the terms and conditions. Should the applicant need to propose any changes to the terms and conditions, please inform NACCHO immediately; however, NACCHO reserves the right to accept or decline such changes. Significant changes, which could affect the

timely execution of the agreement, may impact your selection as a successful applicant. Agreeing to NACCHO’s Resolution of Disputes and Governing Law is expected and aside from those two clauses, limited modifications to the terms or contract language can be accommodated. Contractors that cannot agree to the majority of NACCHO’s contract language should not apply for this initiative.

If you are an applicant from Florida, please contact NACCHO immediately for a copy of the Florida standard contract. with NACCHO to complete the deliverables specified below. NACCHO will pay selected applicants in exchange for completion of the assigned scope of work and accepted deliverables.

Schedule of Events

Please note the following deadlines and events for this application:

Event	Date/Time
Release of RFA	October 31, 2022
Informational Webinar	November 10, 2022
Application Submission Deadline	November 30, 2022 @ 11:59pm PT
Award Notification Date	Week of December 12, 2022
Contract Period Commences	January 03, 2023
Project Kickoff Call	January 12, 2023
Project Check-in Call	April 2023
National Forum Mid-Year Meeting	May 2023
Project Closeout Call	July 2023
Contract Period Ends	July 31, 2023

Project Goals & Technical Requirements

Scope of Work

The following table outlines the tasks expected of the selected applicant:

Project	Deliverables	Estimated Timeline	Payment Schedule
<ol style="list-style-type: none"> 1. Participate in kickoff call 2. Establish/enhance a collaborative partnership between LHD and mayoral/local elected official(s), community-oriented organization and/or local governmental entity to advance cardiovascular disease prevention while addressing SDOH and health inequities 3. Complete community assessment or asset mapping 4. Participate in check-in call 	<ol style="list-style-type: none"> 1. Registration and participation in kickoff call 2. Convening of partners to brainstorm action plan of collaborative partnership on advancing cardiovascular health while addressing SDOH and improving health equity 3. Using the template provided, complete an assessment to identify the gaps and needs in advancing cardiovascular health while addressing SDOH and improving health equity 4. Participation in a check-in call with NACCHO and CDC to provide updates 	<ol style="list-style-type: none"> 1. January 12, 2023 2. March 2023 3. April 2023 4. April 2023 	<ol style="list-style-type: none"> 1. Invoice #1 due upon completion of Deliverables #1-4 in 50% of total payment, \$15,000.

5. Attend the National Forum Mid-Year Meeting 6. Develop a collective action plan with key stakeholders and leadership 7. Participate in a closeout call	5. Attendance at the National Forum Mid-Year Meeting 6. In collaborative partnership with mayoral/local elected official, develop an action plan with community landscape of SDOH, health equity gaps and next steps to improve cardiovascular health using template provided by NACCHO & CDC 7. Attendance and participation in a closeout call with NACCHO and CDC	5. May 2023 6. June 2023 7. July 2023	2. Invoice #2 due upon completion of Deliverables #5-7 in 50% of total payment, \$15,000.
		Total Invoice Amount	\$30,000

Method of Payment

NACCHO will issue awards in the form of fixed-price, [standard contracts](#) up to \$30,000 to up to three local health departments. Funds will be disbursed according to the completion of the deliverables per the payment schedule identified in the Scope of Work above. The period of performance will begin January 2023 through July 2023. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO Support

NACCHO staff will serve as a resource to the selected applicant to ensure adequate completion of the Scope of Work and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO reports, data, and other resources necessary to complete the tasks above.
- Provide access and use of NACCHO conference lines to conduct webinars and calls.
- Provide direct technical assistance for completion of tasks, including periodic webinars and phone or e-mail consultations.

Proposal Response Format & Selection Criteria

Please complete the application in its entirety. Responses to the project narrative are limited to the word count indicated. Applicants will need to submit a cover letter, project narrative, budget materials and additional attachments in Word or PDF format to chronicdisease@naccho.org by 11:59pm PT on November 30, 2022.

Applications will be reviewed by NACCHO and CDC and scored based on the following criteria. The budget will not be included in the scoring criteria but is required for complete application submission. NACCHO will not review incomplete applications.

- A. **Cover Sheet (5 points):** *Include complete contact information for the lead programmatic and fiscal/contractual points of contact (name, title, organization, mailing address, e-mail address, telephone number).*

- B. **Prior Experience and Performance (35 points):** Describe the public health burden and current landscape of cardiovascular disease and prevention efforts in the community and disproportionately affected groups (please use relevant cardiovascular disease data and community statistics wherever possible). Describe the organization's current cardiovascular health programs, including the evidence-based strategies implemented and how these have addressed community needs, health inequities and social determinants of health in priority populations.
- C. **Community Multi-Sector Partnerships (15 points):** Describe the current and potential partnerships in your community related to cardiovascular health that you plan to enhance and/or will leverage. Describe the participation of key sectors and include relevant commitment of key leadership and stakeholders, and other relevant community assets such as mayoral/local elected official, community-oriented organizations, and/or local government entities (e.g., Dept. of Transportation, Parks & Recs., etc.). Describe how these partnerships have or plan to address health inequities and one or more of the social determinants of health listed above.
- D. **Inclusion of Health Equity and the Social Determinants of Health (35 points):** Describe your organization's community engagement and equity-building strategies. Please include: 1) the extent to which health disparities are evident within the community; 2) identify specific group(s) which experience a disproportionate burden of cardiovascular disease; 3) demonstrate how proposed cardiovascular health activities address health inequities; and 4) demonstrate successful work with disproportionately affected groups and a reputation for effective and tangible activities and strategies focused on addressing social determinants.
- E. **Organizational Capacity (10 points):** Include information about the organization and address ability and capacity to perform the activities required within the specified timeframe.
- F. **Budget Proposal:** Provide a line-item budget and narrative, not to exceed \$30,000, that clearly outlines the \$\$ amount, % of total budget, and a narrative cost justification for each line item.
[Budget](#) and [Budget Narrative](#) Templates
- G. **Attachments:**
- a. **Letter of Support:** Provide a letter of support from your local elected official or another key stakeholder indicating approval for engaging in a contract with NACCHO to complete project requirements
 - b. [Certification of Non-Debarment](#)
 - c. [FFATA Form](#)
 - d. [Vendor Information Form](#)
 - e. [W-9 Form](#)
 - f. **Proof of active registration with SAM.gov** in accordance with active DUNS number. NACCHO will not accept a notification of pending registration. Please submit a screenshot or PDF of current registration.
 - g. **Federally approved indirect/fringe rate** or a signed letter on letterhead that provides detailed breakdown and allocation for expenses incorporated as the indirect rate in your budget (as applicable)
 - h. **Include responses (yes/no) to the following two questions in the application:**
 - i. Does the organization have prior experience in Federal Contracting? (Y/N)
 - ii. Has the organization completed a Single Audit? (Y/N)

Funding will be provided to sites who demonstrate a readiness to increase health equity while advancing cardiovascular disease prevention, treatment, and control efforts by connecting to other activities and leadership across the community. Successful applicants will identify what their community is doing well in cardiovascular health and why the cardiovascular health work should be expanded and/or improved to include the advancement of health equity and eliminate health disparities.

NACCHO reserves the right to select grantees based on strategy selection, geographic preference, or random selection in the event that there is a high volume of applicants.

NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. If you do not receive confirmation within 2 business days, please e-mail jsegovia@naccho.org. All applicants will be notified of their status on or around the week of December 12, 2022. All questions may be directed to chronicdisease@naccho.org.

Allowable Expenses

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFA are prohibited from being used to pay the direct salary of an individual at a rate in excess of the current Federal Executive Schedule Level II salary cap.

The following items are not allowable expenses:

- Alcoholic Beverages
- Bad Debts
- Contributions and donations
- Entertainment Costs
- Fines and penalties
- Goods and services for personal use
- Lobbying
- Losses on other awards

Application

Applications must include the following:

A. Cover Sheet / Contact Information
Local Health Department
Street Address
City, State
Lead Project Contact (<i>agency-designated project contact for all matters pertaining to the project</i>) Name Email Phone
Lead Finance Contact (<i>agency-designated finance contact for all matters pertaining to processing contracts and invoices</i>) Name Email Phone
B. Community-Level Leadership
Please answer the following questions regarding partnerships with mayoral/local elected officials, community-oriented organizations, and/or local government entities: <ol style="list-style-type: none">1. Is there an existing collaborative partnership between the mayoral/local elected office, community-oriented organization and/or local governmental entity, such as transportation, parks and recreation and the health department?2. If yes, please select which entity and provide the name of the institution/organization.<ul style="list-style-type: none">o mayoral/local elected office<ul style="list-style-type: none">▪ Name: _____o Community-Oriented Organization<ul style="list-style-type: none">▪ Name: _____o Local Governmental entity<ul style="list-style-type: none">▪ Name: _____3. Does your local community/mayoral office host events by the National Forum Move with the Mayor™? Yes/No4. Has your organization participated in events led by the National Forum Move with the Mayor™? Yes/No5. Would your organization be interested in partnering with the National Forum Move with the Mayor™? Yes/No
C. Project Narrative
Please include responses to the following: <ol style="list-style-type: none">a. Prior Experience and Performance: <i>Describe the public health burden and current landscape of cardiovascular disease and prevention efforts in the community and disproportionately affected groups (please use relevant cardiovascular disease data and community statistics wherever possible). Describe the organization's current cardiovascular health programs, including the evidence-based strategies implemented and how these have addressed community needs, health inequities and social determinants of health in priority populations.</i>b. Community Multi-Sector Partnerships: <i>Describe the current and potential partnerships in your community related to cardiovascular health that you plan to enhance and/or will leverage. Describe the participation of key sectors and include relevant commitment of key leadership and stakeholders, and other relevant community assets such as mayoral/local elected official, community-oriented</i>

organizations, and/or local government entities (e.g., Dept. of Transportation, Parks & Recs., etc.). Describe how these partnerships have or plan to address health inequities and one or more of the social determinants of health listed above.

- c. **Inclusion of Health Equity and the Social Determinants of Health:** Describe your organization's community engagement and equity-building strategies. Please include: 1) the extent to which health disparities are evident within the community; 2) identify specific group(s) which experience a disproportionate burden of cardiovascular disease; 3) demonstrate how proposed cardiovascular health activities address health inequities; and 4) demonstrate successful work with disproportionately affected groups and a reputation for effective and tangible activities and strategies focused on addressing social determinants.
- d. **Organizational Capacity:** Include information about the organization and address ability and capacity to perform the activities required within the specified timeframe.

D. Budget & Budget Narrative

- 1. Attach completed [budget template](#)
- 2. Attach completed [budget narrative](#)

E. Responses to Federal Contracting and Single Audit questions

- I. Does your organization have prior experience in Federal Contracting? YES or NO
- II. Has your organization completed a Single Audit? YES or NO

F. Additional Attachments

- 1. Letter of Support
- 2. [Vendor Information Form](#)
- 3. [Certification of Non-Debarment](#)
- 4. [W-9 Form](#)
- 5. [FFATA Form](#)
- 6. Proof of active registration with SAM.gov in accordance with UEI number. (Screenshot or PDF are acceptable forms of proof)
- 7. Federally approved indirect/fringe rate or a signed letter on letterhead that provides a detailed breakdown and allocation for expenses incorporated as the indirect rate in your budget (as applicable)

Appendices
Appendix A

NACCHO's Standard Contract Language

****Please note: this is an example of the contract agreement.***

*STAFF TEMPLATE - Use this for Consultants/Professional Services Members.
UPDATED June 8, 2017*

NACCHO CONTRACT # 2020- _____

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and *[insert name of Contractor]* (hereinafter referred to as "Contractor"), with its principal place of business at *[insert mailing address of Contractor]*.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

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

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of _____ GRANT # _____, CFDA # _____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on *(insert date)* and shall continue in effect until *(insert date)*, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 *(enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid.* All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. **Three** invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			
Invoice III			

(insert time increment). (May be "monthly" or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!).

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. 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 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. **The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.**

ARTICLE II: GENERAL PROVISIONS

1. **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. 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 Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO

responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor 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.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: 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's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”

22. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

23. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Attn: _____
[Name of Program Staff]
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) _____
Fax (202) 783-1583
Email: _____@naccho.org

With a copy to:

National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

*(Name and address of Contractor's Contract Officer or
Designee, including telephone and fax.)*

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: CONTRACTOR:

By: _____ By: _____
Name: Jerome Chester Name: _____

Title: Chief Financial Officer Title: _____

Date: Date: _____

Federal Tax ID No.:

DUNS No.: _____