

# REQUEST FOR PROPOSALS (RFP)

## *Improving Social Determinants of Health – Getting Further Faster Community of Practice*

### I. Summary Information

**Purpose:** The National Association of County and City Health Officials (NACCHO) and Association of State and Territorial Health Officials (ASTHO) are seeking one (1) qualified consultant to contribute to the growth of a virtual, interactive Social Determinants of Health Community of Practice (CoP) targeting Getting Further Faster grantees (past and present), ASTHO and NACCHO’s broader State and Local Health Department (S/LHD) membership, and cross-sectoral partners working to address chronic disease and advance health equity by addressing Social Determinants of Health (SDOH).

**Proposal Due Date and Time:** February 29, 2024, by 5:00 PM EST

**Selection Announcement Date:** March 8, 2024

**Maximum Funding Amount:** Up to \$710,000

**Estimated Period of Performance and Final Report Date:** April 1, 2024 – July 31, 2024

**Eligibility:** All consultants in good standing with ASTHO, NACCHO, and the CDC are eligible to apply.

**Point of Contact:** Email questions to [chronicdisease@naccho.org](mailto:chronicdisease@naccho.org)

### II. Description of RFP

#### **Purpose**

The National Association of County and City Health Officials (NACCHO) and Association of State and Territorial Health Officials (ASTHO) are seeking one (1) qualified consultant to contribute to the growth of a virtual, interactive Social Determinants of Health Community of Practice (CoP) targeting Getting Further Faster grantees (past and present), ASTHO and NACCHO’s broader State and Local Health Department (S/LHD) membership, and cross-sectoral partners working to address chronic disease and advance health equity by addressing Social Determinants of Health (SDOH). The CoP currently serves as a platform to host subject matter expert speakers; as a forum for peer exchange, sharing of tools and resources, and identifying and sharing best, promising, and innovative practices; and to serve as a listening board to inform national SDOH work. The selected consultant will add to the engagement, peer learning, and resources provided to participants of the CoP.

#### **Background**

Since 2020, NACCHO and ASTHO have worked with the Centers for Disease Control and Prevention’s (CDC) National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP) to award funds to community health coalitions across the country as part of the [Improving Social Determinants of Health–Getting Further Faster \(GFF\) initiative](#). This funding was made possible through the Strengthening Public Health Systems and Services Through National Partnerships (CDC-RFA-OT18-1802) cooperative agreement.

Over the past two-and-a-half years, the primary purpose of the overall initiative was to conduct a retrospective evaluation of strategies that advance health equity and improve chronic disease conditions by addressing the social determinants of health (SDOH) in one or more of the following domains: the built environment, clinical-community linkages, food and nutrition security, social connectedness, and tobacco-free policies.

During year one of the initiative, forty-two (42) multisector partnerships participated in a retrospective evaluation to build the evidence base on successful coalition-led strategies and received targeted technical assistance to strengthen their capacity around communicating their impact, evaluation, sustainability, and policy. A link to the evaluation report from year one can be accessed on CDC's website [here](#).

Fourteen (14) of the original 42 recipients were funded in Year 2 to take part in an expanded evaluation and more intensive training and technical assistance (TTA) focused on building SDOH capacity around sustainability, policy development, and strategic communications.

The current year 3 funded sites, 4 in total, are working with the project's evaluation team to document partnerships between S/LHDs, non-profit health systems, and human services organizations to build the evidence-base of promising practices for improving health outcomes and health equity by addressing the five GFF SDOH domains.

The evidence and resources developed to date have helped to inform SDOH activities designed to address chronic disease conditions and advance health equity in communities across the country and served as the foundation for the launch of a national chronic disease SDOH CoP. The selected consultant will continue to grow and assist in managing the CoP, which is currently managed by Mathematica, to provide opportunities for continued learning and sharing of best practices, as well as work with NACCHO, ASTHO, CDC, RTI, the project's evaluation contractor, along with additional contractors, as identified,, to disseminate resources and TTA findings from GFF more broadly to support other communities in developing and implementing strategies to address chronic disease and advance health equity through SDOH approaches.

Based upon Year 1 and 2 results and Year 3 objectives, anticipated CoP areas include the following: how to advance health equity through SDOH approaches that address chronic disease conditions, policy development and implementation, assessment and evaluation, strategic communications, authentic community engagement, employing quality improvement techniques, sustainability strategies, planning, and partnership development. Topics may change as the needs of CoP participants evolve.

### **Project activities**

**A. Services being solicited:** The selected consultant will work collaboratively and be responsible for coordinating with ASTHO, NACCHO, CDC, Mathematica, RTI, other consultants, as identified,, and members of the CoP.

The consultant will be expected to complete the following activities:

1. Participate in a kick-off meeting with the GFF project team to get oriented to the initiative and discuss implementation of the scope of work, including next steps.
2. Timeline/Work Plan. The consultant shall prepare a detailed timeline and work plan, representing the period of performance, or 4/1/24 to 7/31/24, for accomplishing the tasks of the contract, incorporating input from the kick-off meeting. The consultant shall first submit a draft timeline and workplan for review by ASTHO and NACCHO staff following the kick-off meeting.
3. Project Coordination. The consultant will communicate regularly with ASTHO and NACCHO staff to provide project updates through regular check-in calls or formal reports; the consultant may also be asked to provide updates on periodic calls with the CDC.
4. Project Content. See list of project content and deliverables below.

**B. Deliverables, products, results:** The following outlines the project content and desired deliverables to be produced by the consultant with input and approval provided by NACCHO, ASTHO, and, as relevant, CDC; however a finalized scope of work will be agreed upon post-consultant selection:

**1. Engagement and Outreach**

- Develop and disseminate content in the form of a formatted monthly newsletter that will be sent in bulk to broad CoP distribution list to update them on learning opportunities. Monthly newsletters should include links to resources, event registration, website, instructions to request coaching, or other relevant updates. Newsletter content should have input and feedback from NACCHO and ASTHO.
- Consultant should also provide metrics on reach of these newsletters.
- **Deliverables:** Four (4) e-Newsletters published with outreach metrics provided monthly.

**2. Peer Learning**

- CoP Peer Connection
  - Develop and conduct a series of 4 meetings that promote progress on policy development among GFF awardees and CoP participants. Foster peer connections and share successes and facilitate mentoring to build SDOH capacity among S/LHDs and community coalition partners working to address chronic disease and advance health equity through SDOH strategies.
  - **Deliverables:** Attendance reports, action plan template, progress report template, and one summary report.
- NACCHO 360 Conference Session and Engagement
  - Design and lead the facilitation of an (1) in-person, 2-hour, skills-based workshop at NACCHO360 (or another conference) to bring together up to 75 (to be confirmed) CoP participants and other stakeholders to advance S/LHD-community coalition efforts to address chronic disease conditions and advance health equity by addressing SDOH.
  - Create and staff a GFF booth for the NACCHO 360 exhibit hall to share resources, increase awareness, and solicit engagement in the CoP from potential, new participants.
  - **Deliverables:** Session outlines, promotional materials, and summary report.

### 3. Resource Development

- Asynchronous Learning Modules
  - Develop and produce three (3), 45-60-minute asynchronous learning modules relevant to S/LHD staff and community coalitions focused on chronic disease and SDOH. These asynchronous learning modules should be skills- and competencies-based and will be housed on NACCHO University, NACCHO's learning management system (LMS), and therefore must meet the project website's LMS requirements.
  - **Deliverables:** 3 learning modules
- Issue Briefs
  - Develop and produce two issue briefs (3-5 pages in length each) that focus on mutually agreed upon topics and highlight coalitions' successes, strategies, lessons learned, and how GFF contributed to their work. Includes semi-structured individual or small group interviews with relevant GFF participants (preparation, facilitation, and synthesis).
  - **Deliverables:** 2 issue briefs
- Tailored Resources
  - Develop new and/or tailor 2 resources or tools such as toolkits, guides, one-pagers, etc. on topics such as, but not limited to, the following:
    - Communications/social media
    - Sustaining strategic partnerships
    - Advancing health equity and creating a culture of health equity
    - Engaging community
    - Using data to inform SDOH work
    - Meeting national standards
    - Identifying and leveraging funding
    - Examining measures of success
  - **Deliverables:** 2 resources

### 4. Communications

- Develop two (2) blogs on SDOH practice relevant to NACCHO and ASTHO's broader memberships and their cross-sectional partners.
- **Deliverables:** 2 blog posts

### Expected Outcomes/Expectations and Deliverables

The objectives of the CoP are to capitalize on the results of the GFF initiative as follows:

- Advance health equity through SDOH approaches that address chronic disease conditions.
- Support policy development and implementation, assessment and evaluation, strategic communications, and authentic community engagement by employing quality improvement techniques, sustainability strategies, planning, and partnership development.

### Availability of Funds

ASTHO and NACCHO will award up to \$710,000 to one (1) consultant to develop and lead activities described in this RFP to create and manage (one) Virtual Community of Practice. The consultant will work with ASTHO, NACCHO and CDC to identify target audiences, develop resources, and lead training and technical assistance. The consultant may work with other consultants or firms to complete the work. However, ASTHO and NACCHO will only contract with and provide funds to the selected consultant. The selected consultant will enter into a fixed-price contract with NACCHO for total award amount to complete the deliverables specified above. NACCHO will pay consultant payments in

exchange for completion of the assigned scope of work and accepted deliverables. Deliverables may be priced as a percentage of the total award amount. NACCHO will work with the selected consultant to determine an invoice schedule. Proposals must be submitted no later than February 29, 2024, at 5:00pm EST, and selections will occur on or around March 8, 2024. The project period will be from April 1, 2024, through July 31, 2024. No extensions will be granted.

**Evaluators**

Submitted proposals will be evaluated by ASTHO and NACCHO project staff.

**III. Requirements for Financial Award**

**Allowable Expenses**

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (**currently \$212,100**).

**Required Grant Activities to be Covered by Award**

Any required travel to a meeting or site visit(s) will be covered out of grant funds. This includes registration, lodging and travel to the 2024 NACCHO 360 Conference or other conferences where abstract presentations may take place.

**Period of Performance**

April 1, 2024 – July 31, 2024

**Reporting Requirements**

Monthly conference calls and final report.

**IV. Required Proposal Content and Selection Criteria**

**Proposal Outline**

The consultant should describe how they will plan, develop, implement, and evaluate a Social Determinants of Health Community of Practice.

To be considered for this project, proposals must be in pdf format and include the following:

- **Cover sheet with the following information: (5 points)**
  - a. The name of the primary staff and other significant contributors, including qualifications and role.
  - b. Answers to the following questions, required to facilitate the contracting process:
    - Does your organization have prior experience in federal contracting? (Yes/No)
    - Has your organization completed a single audit? (Yes/No)
- **Project Narrative that includes: (50 points)**
  - a. Technical Approach
    - A description of process proposed to meet deliverables listed above.
  - b. Staffing Plan

- The applicant is to provide a staffing plan that demonstrates an understanding of the labor requirements for this task order to include proposed labor categories and levels of effort.
  - The applicant is to provide a management plan that describes the approach for managing the work, to include subcontract management if applicable.
  - The applicant is to provide the name of the primary staff and other significant contributors, including qualifications and role. Appendix may be used for CV and resume information.
- c. Similar or Previous Experience
- A description of the applicant's experience providing training and technical assistance to diverse community-level multisectoral partnerships, local and state public health departments, and other stakeholders around SDOH, chronic disease and health equity.
  - Inclusion of at least two (2) examples of products that illustrate the applicant's expertise/ experience providing TTA to diverse community-level multisectoral partnerships/coalitions. Examples in one or more of the following areas are desired:
    - Advancing Health Equity through SDOH approaches
    - Policy Development and Implementation
    - Data collection and use, incl. Assessment and Evaluation
    - Strategic Communications
    - Authentic and intentional community engagement
    - Employing QI Techniques
    - Sustainability strategies and Planning (incl. Funding strategies)
    - Partnership development
- **Line-Item budget and narrative, not to exceed \$710,000, that clearly outlines: (20 points)**
    - a. Personnel (number of staff, percent effort to the project and salary wages or hourly fees). If funding will go towards staff salaries, please include a copy of your negotiated fringe rate.
    - b. Funds to be provided to other consultants/firms working on project if applicable.
    - c. Other costs associated with the development of the strategy. NOTE: Funds may not be used to purchase equipment, pay for food and beverages, or support lobbying of any kind.
    - d. NACCHO's budget and budget narrative templates are available [here](#) and [here](#).
  - **Project Deliverables and Timeline: (20 points)**
    - a. A realistic work plan and timeline that includes expected product deliverables that will be completed over a 4-month project period (Approx. 4/01/2024 – 7/31/2024). Consultant timeline should demonstrate flexibility to align with project needs. Note that an extension beyond 7/31/2024 is not anticipated to be granted.
  - **Submission of supporting documentation: (5 points)**
    - a. [Vendor Information Form](#)
    - b. [W-9](#)
    - c. [Certification of Non-Debarment](#)
    - d. [FFATA form](#) (if you are not able to complete this by the application deadline, you may submit it one week after you have been selected)
    - e. Proof of active SAM.gov registration (expiration date must be valid post anticipated award date)

- **Response to Draft Contract:** Selected applicant(s) will enter into a firm fixed price contractor agreement with NACCHO. A copy of NACCHO’s general contract terms and conditions is available in Appendix A. **Review the terms and conditions—including provisions related to publications; acknowledgement of federal support; copyright interests; conference, meeting and seminar materials; and logo use for conference and other materials—with your contracts officer and confirm that if selected, you will be prepared to enter into the agreement with NACCHO, or identify and include any proposed changes with your proposal application.** NACCHO reserves the right to accept or decline any proposed changes to the terms and conditions. Significant proposed changes, which could affect the agreement’s timely execution, may impact your selection as a successful applicant.

#### ***Additional Selection Considerations***

- **Status as Women-, Minority-, Disadvantaged-, Veteran-Owned, and/or Small Business:** Consideration will be given to applicants who demonstrate successful work with historically underserved and underrepresented entities (minority-, women-, disadvantaged-, and veteran-owned businesses or “MWDVBES” and black, indigenous, people of color or “BIPOC”) in addressing health disparities. Applicants who classify as or partner with these businesses will be strongly considered.
- **Inclusion of Health Equity:** ASTHO and NACCHO are committed to the promotion of health equity and the elimination of health inequities. Health inequities are reflected by 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 address health inequities within the context of proposed activities.

## **V. Submission Information**

### **Application Procedure**

Proposals should be submitted, in pdf, via e-mail to: [chronicdisease@naccho.org](mailto:chronicdisease@naccho.org). Submissions must be electronic, in pdf format. The deadline for submission is Thursday, February 29, 2024, at **5 pm, Eastern Time**. Decisions will be made, and applicants will be notified of their selection status the week of March 8, 2024.

### **Timeline**

- February 15, 2024: RFP released
- February 29, 2024, at 5:00pm EST: Deadline for submission of grant proposals
- March 8, 2024: Contract award announced
- April 1, 2024: Contract period commences
- July 31, 2024: Final report and other deliverables due

### **Applicant Questions and Guidance**

*ASTHO & NACCHO will support interested applicants to offer guidance and address specific questions about the RFP. Interested parties may contact [chronicdisease@naccho.org](mailto:chronicdisease@naccho.org) with any questions and submission guidance.*

**Disclaimer Notice**

This RFP is not binding on NACCHO or ASTHO, nor does it constitute a contractual offer. Without limiting the foregoing, NACCHO or ASTHO reserve the right, in its sole discretion, to reject any or all proposals; to modify, supplement, or cancel the RFP; to waive any deviation from the RFP; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFP. Under no circumstances shall ASTHO or NACCHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.



**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

- 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.
- 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.
- 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. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14
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 Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended 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.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies 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. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
- 21. 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.).
- 22. 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.”
- 23. 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.
- 24. 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, CCCM  
 Director, Contracts  
 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.: \_\_\_\_\_