



Request for Proposals (RFP) to Develop a Website for an Equity and Justice Resource Center Applications due by Sunday April 21, 2024 at 11:59 PM ET

Summary Information





Project Title: Equity and Justice Resource Center
Proposal Due Date and Time: Sunday, April 21, 2024 at 11:59 PM ET
Selection Announcement Date: on or around Friday, April 26, 2024
Source of Funding: CDC
NOA Award No.: #6NU38OT000306-04-02
Maximum Funding Amount: up to \$250,000
Estimated Number of Awards: one (1)
Estimated Period of Performance: 5/20/24-07/31/2024
Point of Contact: [Kayla](mailto:kaylahall@naccho.org) Hall (kaylahall@naccho.org)

Overview

The National Association of County and City Health Officials (NACCHO) is the voice of over 3,300 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

NACCHO is pleased to offer a funding opportunity for a consultant(s) as a part of the CDC's *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities Department of Health and Human Services* ([CDC-RFA-OT21-2103](#)), hereafter referred to as the COVID Health Equity Initiative. The purpose of this initiative is to address COVID-19 related health inequities and advance health equity by expanding state, local, US territorial, and freely associated state health department capacity and services.

The intended outcomes of the 2103 grant are to: reduce COVID-19-related health disparities, improve and increase testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities, and improve state, local, US territorial and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

 <p>1. Expand existing and/or develop new mitigation and prevention resources and services</p> <ul style="list-style-type: none"> • Expand testing and contact tracing • Vaccine coordination, quarantine and isolation options, and preventive care and disease management • Tailor and adapt evidence-based policies, systems, and environmental strategies • Identify and establish collaborations with critical partners to connect community members to programs/resources and lessen adverse effects of mitigation strategies 	 <p>3. Build, leverage, and expand infrastructure support</p> <ul style="list-style-type: none"> • Expand the infrastructure to improve testing and contact tracing • Establish, enhance, or implement leadership-level health equity offices, workgroups, task forces, or positions • Convene and facilitate multi-sector coalitions or advisory groups • Update jurisdictions' COVID-19 plans and health equity plans • Build and expand an inclusive public health workforce
 <p>2. Increase/improve data collection and reporting</p> <ul style="list-style-type: none"> • Improve data collection and reporting for testing and contact tracing • Build on plans for collecting and reporting timely, complete, representative, and relevant data • Develop strategies to educate providers, community partners, and programs on the importance of data and how to collect it • Develop and implement plans to disseminate health equity-related data and related materials tailored to be culturally and linguistically responsive • Develop key principles and resources for collecting, analyzing, reporting, and disseminating health equity-related data • Ensure adequate resources for data infrastructure and workforce 	 <p>4. Mobilize partners and collaborators</p> <ul style="list-style-type: none"> • Build community capacity to reach populations that are disproportionately affected with effective culturally and linguistically tailored programs and practices • Build and implement cross-sectoral partnerships to align public health, healthcare, and non-health (e.g., housing, transportation, social service) interventions • Develop mechanisms such as community advisory groups • Develop and disseminate culturally and linguistically responsive COVID-19 prevention communications • Build community capacity that includes traditional organizations (e.g., public health, healthcare) and non-traditional partners • Identify and establish collaborations with critical partners affiliated with and who provide services to populations that are underserved and at higher risk for COVID-19

The national CDC-funded partners for this initiative are NACCHO (supporting LHD grant recipients), the Association of State and Territorial Health Officials (ASTHO; supporting State and US Territorial grant recipients), and NNPHI (National Network of Public Health Institutes; supporting the identification and sharing of evidence-informed practices). The focus of this RFP is to develop a website that will house an equity and justice resource center.

Applicants must be familiar with Higher Logic software for website hosting.

One (1) award of up to \$250,000 is available. Selections will be made on or around Friday, April 26th, no later than Monday, April 29th and the project period will run from the date of contract execution to July 31st, 2024. Proposals must be submitted no later than **Sunday, April 21st at 11:59 pm EST**. Finalists may be contacted for an interview before the contract is awarded. All necessary information regarding the project and proposal process may be found in this Request for Proposals (RFP). Consultants may pose individual questions to NACCHO at any point during the application process by e-mailing Kayla Hall at hesj@naccho.org.

Eligibility and Contract Terms

NACCHO is seeking a consultant(s) with demonstrated experience developing websites. The selected applicant will enter into an agreement with NACCHO using the [NACCHO standard contract](#) (terms and conditions) attached as Appendix B below. Agreement with a 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.

Applicants must be familiar with Higher Logic software for website hosting.

Should your organization need to propose any changes to the terms and conditions, please inform us immediately, however, NACCHO reserves the right to accept or decline such changes. Significant changes or delays providing required contract documents, including providing proof of an active SAM.gov registration, may impact your selection as a successful applicant. **SAM.gov registration must be active at the time the contract is signed.**

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.

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 (\$203,700 as of publication of this RFP). **See Appendix A for a full list of restrictions.**

Schedule of Events

Please note the following deadlines and events for this application:

Event	Date/Time
Submission Deadline	Sunday, April 21 st , 2024 at 11:59 PM ET
Select Applicant Interviews	TBD
Award Notification Date	On or around Friday, April 26

Anticipated Contract Start Date	May 20, 2024
Anticipated Contract End Date	July 31, 2024

Project Overview and Objectives

The Equity and Justice Resource Center will be a NACCHO product available online to anyone interested in building skills around health equity and social justice, especially providers, consultants and public health advocates. As its name implies, the resource center will serve as a repository to provide documents, tools and related materials that advance equity and justice nationally and beyond. Additionally, the center will be an online space for users to learn new skills and gather information for their own projects. The center will be dynamic, meaning resources and tools can be added, removed and/or moved around as needed.

The Equity and Justice Resource Center has three primary aims:

1. Collaborate
2. Convene
3. Connect

Collaborate

Through this aim, the resource center provides an opportunity for users to work together in idea sharing, storytelling and action planning. Via collaboration tools embedded in the resource center, users can exchange information with one another.

Convene

Through this aim, the resource center provides a virtual meeting space for users. Conversation can take place on the resource center platform via chat spaces.

Connect

Through this aim, the resource center serves as a method for new and continued communication among users. Connection will be interactive, with an option for users to add their own resources relevant to equity and justice.

Technical features of the resource center may include, but are not limited to:

- Video
- Audio
- Animation
- Discussion boards
- Live chats
- Uploading and downloading capabilities

- Guided site navigation

Scope of Work (SOW)/Deliverables

The following table outlines the major tasks and deliverables expected of the selected contractor, including an estimated timeline.

Activity	Deliverable	Anticipated Date of Completion
In-person project kick-off meeting	Meeting agenda Meeting notes Attendee list	May 31, 2024
Weekly or biweekly meetings with NACCHO	Meeting agenda Meeting notes Attendee list	Ongoing to the end of the project
Report detailing timeline, visual design, and other relevant information	Report in PDF format	June 14, 2024
Draft 1 of website (prototype)	Link to prototype and PDF of visuals of site layout and features (discussion boards, chat bots, etc.)	July 5, 2024
Website beta testing	Compilation of beta test comments in PDF format Recommendation report in PDF format	July 12, 2024
Draft 2 of website (prototype)	Link to prototype with updated visuals and features	July 26, 2024
Deliver final website to NACCHO IT Specifications	Website link	July 31, 2024
Project closeout meeting	Meeting agenda Meeting notes Attendee list	

Method of Payment

NACCHO will pay the selected contractor in installments upon receipt of deliverables per the following payment schedule. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

Invoice Schedule			
<i>Invoice Date</i>	<i>Activities</i>	<i>Deliverables</i>	<i>Amount</i>
May 30, 2024*	In-person project kick-off meeting Draft 1 of website(prototype) Website beta testing	Meeting agenda Meeting notes Attendee list Link to prototype of visuals of site layout and features Compilation of beta test comments Recommendation report	TBD
July 31, 2024	Draft 2 of website (prototype) Project closeout meeting	Link to prototype with updated visuals and features Meeting agenda Meeting notes Attendee list	TBD

****Note: Proposals may have deliverables costs that vary from those suggested in this RFP but may not total more than the \$250,000 maximum total possible award.***

NACCHO Support

NACCHO staff will serve as a resource to the contractor to ensure adequate completion of the SOW 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 use of NACCHO's Zoom video conferencing and webinar platform.
- Provide input, guidance, and oversight of execution and completion of tasks, including through regular project planning and coordination communications (video conferencing, emails, phone calls, etc.).
- Promote consultant's funded efforts in coordination with project funder, as relevant and appropriate, to project grant recipients and NACCHO's broader membership.

Proposal Response Format

The proposal narrative (6-page limit) must outline the following content:

Cover Page (5 maximum points)

Include the name and contact information of the main point of contact and fiscal point of contact for contract execution and payment purposes, if selected. The cover page is NOT included in the 6-page limit; see below for a template.

Organization Background, Qualifications & Experience (35 maximum points)

- Describe your organization's mission and structure and explain why your organization qualifies to be responsive to the requirements of this RFP.
- Describe your organizational and staff qualifications and experience providing similar goods or services related to website development, as required in this RFP.
- Identify key staff responsible for completing proposed work and provide sufficient detail to demonstrate knowledge, skills, and abilities to perform the functions outlined in the RFP. While not a requirement, preference is for organizations with experience developing interactive websites for public use.
- Include two (2) references for which you have performed similar work to the requirements of this RFP.
- Include (as an attachment, which is NOT counted towards the 6-page count) at least two (2) examples of previous work that demonstrates the organization's capability to produce the work outlined in the Scope of Work.

Additionally, acknowledge that you have reviewed [NACCHO's standard contract language](#) and confirm agreement with the terms and conditions. See "Eligibility and Contract Terms" above for details.

Methodology, Project Deliverables and Timeline (45 maximum points)

Describe, in detail, your proposed methodology for meeting all project requirements and provide a realistic work plan including intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion, based upon this RFP's Scope of Work.

Budget Proposal (15 maximum points)

The budget proposal is NOT included in the 6-page limit. In the Budget Template (**see Required Documents**), provide a line-item budget, not to exceed \$250,000 and containing no unallowed expenses (**see Allowable Expenses, in Appendix A**), which clearly outlines proposed costs. Additionally, complete the budget narrative template (**see Required Documents**) with a written justification for each line item.

Please note the following guidance for completing the Budget Template:

- The funding amount, percent of total budget, and a narrative cost justification for each line item
- Personnel (number of staff, percent effort to the project and salary wages or hourly fees)
- Funds to be provided to other consultants/firms working on the project, if applicable
- Other costs associated with the project, including travel

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

Proposal Submission Instructions and Selection Criteria

Step 1. Review the requirements and expectations outlined in this RFP.

Step 2. Submit a proposal, as a single PDF file, to Kayla Hall (hesj@naccho.org). No applications will be accepted by mail or fax. Applications received after the deadline will not be considered for funding.

Step 3. Include, in the proposal, the following information:

- A cover page (not included in page count) that contains the information stated above.
- Narrative (no more than 6 pages) that addresses the Organization Background, Qualifications & Experience, as well as Methodology, Project Deliverables and Timeline sections described above.
- At least two (2) examples of previous work (not included in page count)
- Required Documents (not included in page count)
 - [Budget Template](#) and [Budget Narrative](#)
 - [Vendor Information Form](#)*
 - [Certification of Non-Debarment](#)*
 - Signed [W-9](#)* dated within the past year
 - [FFATA Data Collection Form](#)* (This form will be required for all contracts over \$25,000, but if you are not able to complete the form in time for the application deadline, this form can be submitted up to three weeks after the application deadline.)
 - Proof of active DUNS number and active registration with SAM.gov (PDF of the SAM.gov active status report is preferred)
 - Resumes/CVs for each staff member responsible for project implementation, project management, or other positions identified in the requirements of the RFP.

*Must be completed and signed within the last year.

Each proposal will be reviewed and rated on the following information:

- **Understanding Project Purpose and Goals:** Applicant has a clear understanding of the project goals and deliverables.
- **Experience of Organization/Consultant:** Applicant has clearly demonstrated (in detail and documentation) their experience with developing interactive websites for public use.
- **Budget:** The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables.

Applicants must be familiar with Higher Logic software for website hosting.

Proposals are to be emailed to hesj@naccho.org in one e-mail by 11:59 PM EST on April 15, 2024 with the subject line *Equity and Justice Resource Center Website Developer*. Please note all required documents (Budget Narrative, Budget Template, Vendor Information Form, Certification of Non-Debarment, W-9, FFATA Data Collection Form) should be sent as separate files; the proposal narrative can be sent as a single file. Submissions after this deadline or incomplete submissions will not be considered. Hard copy (mailed, faxed) submission will not be considered.

Applicants will be notified the week of April 26.

Please note that submission of a proposal to this funding opportunity is a statement of acceptance of NACCHO's standard contract language (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

Submission Template (optional):

A. COVER LETTER/ CONTACT INFORMATION
Consultant Name:
Street Address
City/State/Territory
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

Contact List for Core Team: The three to six persons core planning team– these partners should be actively engaged to achieve the goals. **Note can include more than one person for each category.*

Name	Title	Organization	Email	Phone

NARRATIVE (Not to exceed 6-pages)

B. Organization Background, Qualifications & Experience

C. Methodology, Project Deliverables and Timeline

D. Budget Proposal

Attach completed budget template
 Attach completed budget narrative template
Include responses to the following two questions at the end of your budget narrative:

- a. Do you have prior experience in Federal Contracting? *(Yes/No)*
- b. Have you completed a Single Audit? *(Yes/No)*

Funding and Disclaimer Notices

This project is supported by a grant from the Centers for Disease Control and Prevention (NOA 6 NU38OT000306-04-02). CDC does not endorse any product, service, or enterprise. Views

expressed in related products do not necessarily reflect those of CDC or Health and Human Services.

This RFP is not binding on NACCHO, nor does it constitute a contractual offer. Without limiting the foregoing, NACCHO reserves 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 NACCHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.

Appendices

Appendix A: Funding Restrictions

- 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 [2 CFR 200.216](#) and/or Federal Acquisition Regulations (FAR) clause [52.204-25](#).
- 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](#).

Restrictions, which must be taken into account while writing the budget, are as follows: In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGO’s that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the sources of fund, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).

- Recipient may not use funds for research
- Recipients may not use funds for clinical care

- Recipients may only expend funds for reasonable program purpose including personnel, travel, supplies, and services, such as contractual.
- Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provide who is ineligible.
- Other than for normal and recognized executive-legislative relationships no funds may be used for: publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).

Regarding Purchase of General (i.e. non-specialized) and Specialized Equipment

Requests to use awarded funding to purchase general equipment (excluding vehicles) on behalf of Jurisdiction Health departments or other beneficiary organizations outlined and approved in the associated Work Plan may be considered. Such spending must be identified and itemized, in the budget narrative, explained and justified in the narrative and is subject to review and approval by the Grants Management Official. Costs for purchase of general equipment (excluding vehicles) without approval by the Grants Management Official may be disallowed. Costs for purchase of general vehicles are not allowed.

Requests to use awarded funding to purchase specialized equipment (including specialized vehicles) on behalf of Jurisdictional Health Departments or other beneficiary organizations outlined and approved in the associated narrative may be considered. Such spending must be identified and itemized in the budget narrative, explained and justified in the Work Plan and is subject to review and approval by the Grants Management Official. Costs for purchase of specialized equipment (including specialized vehicles) without approval by the Grants Management Officials may be disallowed.

The recipient can obtain guidance for completing a detailed justified budget on the CDC website at the following Internet address:

<http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html>

Please see CDC terms for non-research activities under the contract eligibility on the attached document: <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>.

For further guidance on the salary cap information <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2021/EX.pdf> in the budget guidelines.

Unallowed 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 \$203,700).

Appendix B: NACCHO Standard Contract

NACCHO CONTRACT # 2022- _ _ _ _ _

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 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 to NACCHO 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.

<p>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</p>	<p>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</p>
<p>FOR CONTRACTOR: <i>(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)</i></p>	

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.: _____