



## REQUEST FOR PROPOSALS (RFP) Public Health Ethics Practice Tool

**Proposals must be submitted electronically in PDF format by  
Wednesday, March 20, 2024 @ 11:59pm ET**

---

### **Summary Information**

**Project Title:** Building Capacity in Public Health Ethics for Local Health Departments

**Proposal Due Date and Time:** Wednesday, March 20, 2024

**Anticipated Selection Announcement Date:** Friday, March 22, 2024

**Maximum Funding Amount:** \$15,000

**Estimated Period of Performance:** April 1, 2024 - July 31, 2024.

**Point of Contact for Questions Regarding this Proposal:** Ashley Edmiston, [aedmiston@naccho.org](mailto:aedmiston@naccho.org)

### **Purpose and Background**

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 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.

With support from the Centers for Disease Control, NACCHO supports local health departments in building their capacity to address the myriad ethical challenges that arise in daily public health practice. Resources have included a training called “Good Decision-Making in Real Time: Public Health Ethics Training for Local Health Departments” located on [NACCHO University](#), tips sheets on putting together and convening an ethics committee, acting as a public health ethics champion, selecting appropriate ethics cases for the ethics committee, and recently, two case studies written by local health departments that may be used to practice ethical deliberation, as well as share out practical lessons learned. NACCHO’s resources may be found on its [Public Health Ethics](#) website.

Through this RFP, NACCHO seeks a consultant with demonstrated expertise and experience in public health ethics who can create a supplement resource to the public health code of ethics that translates recommendations into actionable strategies for local health departments.

### **Funding Overview and Timeline**

NACCHO will award up to \$15,000 to a consultant to create a resource or tool to support local health departments in their efforts to apply principles of public health ethics to their health departments, whether through building processes and infrastructure (i.e., supporting the ethics committee,

encouraging broad participating and engagement across stakeholders, etc.), skill building (i.e., ethical deliberation), or other. The selected consultant will work with NACCHO to finalize a topic and develop the resource or tool, which should allow for practical application. The resources will be posted on NACCHO’s webpage and disseminated to local health departments for uptake and use.

Proposals must be submitted by Wednesday, March 20, 2024 at 11:59pm ET and selections will occur on or around Friday, March 22. The project period is expected to begin on April 1, 2024 and will end July 31, 2024.

The consultant may work with other consultants or firms to complete the work. However, NACCHO will only contract with and provide funds to the selected consultant. The selected consultant will enter into a fixed-price contract for goods and services with NACCHO, for the total award amount. The selected consultant will enter into (1) one contract with NACCHO to complete the deliverables specified below. NACCHO will issue 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.

### **Timeline**

<b>Event</b>	<b>Date</b>
Release of RFP	Monday, March 4, 2024
Application Period Closes	Wednesday, March 20, 2024
Anticipated Notice of Award	Friday, March 22, 2024
Anticipated Contract Start Date	Monday, April 1, 2024
Contract End Date	Wednesday, July 31, 2024

### **Description of Activities**

The Consultant will be expected to complete the following activities:

1. **Project Kick-off Meeting.** The consultant shall meet with NACCHO staff via videoconference to review project tasks, direction, goal, questions, timeline, and co-plan the project. The consultant shall prepare a memorandum summarizing the discussion and making note of decisions made.
2. **Timeline/Work Plan.** The consultant shall prepare a detailed timeline and work plan for accomplishing the tasks of the contract, incorporating input from the kick-off meeting. The consultant shall first submit a draft timeline and work plan for review by NACCHO staff following the kick-off meeting.
3. **Project Coordination.** The consultant will communicate regularly with NACCHO staff to provide project updates through regular check-in calls or formal reports. The consultant will also work directly with LHD/grantee representatives to collect assets, photos, and logos.
4. **Project Content.** See list of deliverables below.
5. **Feedback and Finalization.** The consultant will provide content for NACCHO staff to review and provide feedback prior to final delivery.

### **Deliverables**

The following outlines a series of suggested deliverables to be produced by the consultant; however, the consultant may suggest additional possibilities in their proposal. A finalized scope of work will be agreed upon post-consultant selection:

1. A resource or tool that may be up to 15 pages that supports the uptake of public health ethical principles and strategies by local health departments. The tool should be informed by the Public

Health Code of ethics and allow for actional application by health department. Topics for the tool may be proposed in the narrative, though finalization will occur with the consultant and NACCHO.

## **Proposal Outline**

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

1. Cover sheet with the following information: (5 points)
  - a. The name of the primary staff and other significant contributors, including qualifications and role, with CVs/resumes provided as an appendix.
  - 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)
2. Project Narrative that includes: (50 points)
  - a. A description of the consultant's knowledge and experience in public health ethics, both from theoretical and practical standpoints.
  - b. A description of the consultants experience working with local health departments, particularly in topics within or related to public health ethics.
  - c. A description of the methodology proposed to meet the deliverables listed above. This section may also include the proposal of any products not listed above, except for video
  - d. A description of any other consultants/firms that will be engaged on this project
3. Line-Item budget and narrative, not to exceed \$15,000, that clearly outlines: (10 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](#).
4. Project Deliverables and Timeline: (15 points)
  - a. A realistic work plan and timeline that includes expected product deliverables that will be completed over approximately a 4-month project period (Approx. 4/1/24 – 7/31/2024). Consultant timeline should demonstrate flexibility to align with project needs.
5. Links to at least two examples of work products: (15 points)
6. Submission of supporting documentation: (5 points)
  - a. [Vendor Information Form](#)
  - b. [W-9](#)
  - c. [Certification of Non-Debarment](#)
  - d. Proof of SAM.gov registration

### **Include responses to the following two questions at the end of your budget narrative:**

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

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 two

business days, please send an email to Ashley Edmiston at [aedmiston@naccho.org](mailto:aedmiston@naccho.org). All applicants will be notified of their status on or around Friday, March 22, 2024.

### **Applicant Questions and Guidance**

NACCHO will support interested applicants by offering guidance and addressing specific questions about the RFP. Interested parties may contact NACCHO staff via e-mail at [aedmiston@naccho.org](mailto:aedmiston@naccho.org).

### **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.

Response to Draft Contract: Selected applicant(s) will enter into a fixed price contract agreement with NACCHO. Refer to Appendix B for contractor language agreement for NACCHO. Review each agreement's 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.

### **NACCHO Responsibilities**

NACCHO staff will oversee the contract and serve as the contact for the consultant. Other responsibilities include:

- Provide background information, as appropriate
- Review all materials, in draft form, and recommend revisions

### **Additional Selection Criteria**

- 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: NACCHO is 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.

**Any work products created by this contract will be co-owned by NACCHO and Consultant.**

*Please note that submission of a proposal is a statement of acceptance of [NACCHO's standard form contract](#). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.*

## **Deadline/ Contact Information**

Submissions must be electronic, in pdf format. The deadline for submission is **11:59pm, Eastern Time** on **Wednesday, March 20, 2024**. Decisions will be made, and applicants will be notified of their selection status around **March 22, 2024**.

Proposals should be submitted, in pdf, via e-mail to [aedmiston@naccho.org](mailto:aedmiston@naccho.org) and use the following subject line: <name of organization>\_Public Health Ethics Proposal

### **Disclaimer Notice:**

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**

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 our 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.

## 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).

- 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](#).

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.

**Appendix B: NACCHO Standard Contract**

(for reference only, do not complete/submit)

NACCHO CONTRACT # 2024- \_ \_ \_ \_ \_

**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.

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.

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.

2. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
3. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
4. 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.
5. 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.
6. 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.
7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the 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.

8. 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.
9. 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.
10. 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.
11. 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).
12. 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.
13. 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.
14. 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.
15. 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."
16. 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.
17. 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.

- 18. 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.
- 19. 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.).
- 20. 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.”
- 21. 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.
- 22. 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: <a href="mailto:ahutapea@naccho.org">ahutapea@naccho.org</a></p>
--	--

<p><b>FOR CONTRACTOR:</b></p> <p><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: \_\_\_\_\_  
 Name: Jerome Chester  
 Title: Chief Financial Officer  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Federal Tax ID No.:

DUNS No.: \_\_\_\_\_