

REQUEST FOR PROPOSALS

Evaluating Local Health Department – Health Center Partnerships and Service Delivery Collaborations during COVID, including TB prevention and control

Applications must be submitted electronically, in Word format, by
5:00 p.m. Eastern Standard Time on Monday, April 12, 2021

OVERVIEW

NACCHO is the voice of close to 3,000 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 public health challenges facing communities.

With funding from the Health Resources and Services Administration (HRSA), NACCHO will award up to **\$75,000 total** for a consultant, or consulting firm, to identify key lessons learned, barriers, facilitators, innovations, and opportunities related to LHD-health center partnerships engaged in COVID-19 response, inclusive of impacts on tuberculosis (TB) prevention and control, and other services. The selected consultant will collect information through a mixed method approach (e.g., surveys, focus groups, key informant interviews), produce a summary report of findings and develop a series of a minimum of three (3) case studies to further strengthen LHD-health center partnerships and collaborations.

Proposal Due Date and Time: Monday, April 12, 2021 by 5:00 PM EST

Selection Announcement Date: April 19, 2021

Maximum Funding Amount: \$75,000

Estimated Period of Performance: The performance period for the project is from April 30, 2021, to August 31, 2021.

Point of Contact: infectiousdiseases@naccho.org

BACKGROUND

Local health departments (LHDs) and health centers (HCs) are critical health safety-net providers whose roles integrating public health and healthcare are key to protecting and improving population health. As stated in a 2012 IOM report, “By working together, primary care and public health can each achieve their own goals and simultaneously have a greater impact on the health of populations than either of them would working independently. Each has knowledge, resources, and skills that can be used to assist the other in carrying out its roles.”¹ According to NACCHO’s 2019 National Profile of Local Health Departments, 90% of LHDs reported active engagement in partnering with a HC, however, only 58% report partnerships in ways beyond information exchange, such as regularly scheduled meetings, written agreements, or sharing of resources or personnel.²

¹ *Integrating Primary Care and Public Health*. (Washington, DC: Institute of Medicine, March 2012).

² The 2019 National Profile of Local Health Departments (Washington, DC: NACCHO, January 2021).

Further, a HRSA-funded study conducted by NACCHO examining partnerships between LHDs and HCs in pursuit of the Triple Aim identified several facilitators and barriers to collaboration and partnership. Experienced HC-LHD partnerships noted that the most effective drivers of collaboration include connections between high level leadership through shared board or advisory group membership, learning opportunities for staff from each agency to learn about the other agency and alignment in mission, and concerted effort to look for opportunities to work together to address community needs identified through collaborative community assessments.³ In response, NACCHO has developed a series of field-tested resources to strengthen LHD-HC partnerships, including a [collaboration toolkit](#), and to help facilitate the effective [sharing of clinical and nonclinical services](#).

More recently, and building upon this work, NACCHO assessed the facilitators, drivers, barriers, and innovations providing TB services between LHDs and HCs that resulted in [case studies](#) and an implementation TB Demonstration Site Project to build LHD-HC capacity to improve TB identification, treatment, and prevention. In March of 2020, NACCHO facilitated two Strategic Action Planning meetings with the two (2) demonstration site jurisdictions to identify a goal for the project, strategic priority areas, SMART (specific, measurable, achievable, realistic, and timely) objectives for their strategic priority areas, and concrete activities to achieve those SMART objectives. Due to COVID-19, however, sites have had to repurpose staff and suspend or diminish non-COVID response services and, consequently, have been unable to continue participation in the TB Demonstration Site Project. As a result NACCHO and HRSA, the funding partner, are interested in better understanding both the impact of COVID-19 and, more importantly, the adaptations made among LHD-HC partnerships both in COVID response and recovery efforts, but also to other service delivery, including TB prevention and control. NACCHO continues to coordinate with the National TB Controllers Association (NTCA) to leverage NTCA's national assessment data on the impact of COVID-19 on TB programs to inform this project.

PROJECT DESCRIPTION AND REQUIREMENTS

NACCHO plans to award up to \$75,000 total to design and implement an evaluation, submit a formal, written evaluation report for use by NACCHO and its funding partners, and produce a minimum of three (3) case studies suitable for publication. The consultant will be responsible for developing and implementing all methodology associated with the evaluation, including instrument development, data collection, and data synthesis and analysis. The final evaluation plan, report, and case studies are subject to 1-2 rounds of review by NACCHO and HRSA. It is suggested to allow at least three weeks for the review and revisions.

The evaluation should include both a process and (to the extent possible) short-to-longer term outcome evaluation. The consultant will work with NACCHO and HRSA to refine these evaluation questions to meet the goals of this project.

Scope of Work

The scope of work for this project includes working with NACCHO staff to acquire necessary background information on LHD-health center partnerships, design a process and (to the extent possible) short-to-longer term outcome evaluation, including the development and implementation of an evaluation plan, and the development of a final written report and a minimum of three (3) case studies ready for publication. Specific activities and deliverables include:

- [Lead virtual project meetings](#). Lead meetings with NACCHO staff, HRSA, and key stakeholders (e.g. LHDs,

³ Partnership between Local Health Departments and Community Health Centers in Pursuit of the Triple Aim. (Washington, DC: NACCHO, April 2016).

HCs) to ensure a collaborative process to solicit input on the evaluation design and products. This will involve working with NACCHO and its funders to flesh out the final evaluation questions, identify the most relevant performance metrics and methods for conducting a process and outcome evaluation, and inform the design of the resulting evaluation report and case studies.

- Maintain regular communications with NACCHO project staff. Coordinate, set-up, and participate in regularly scheduled check-ins with NACCHO staff to ensure collaboration and progress, as appropriate. It will be expected that a progress report will be submitted with each invoice. Consultants can use NACCHO's conference line, but will be responsible for coordinating and setting-up check-ins.
- Develop evaluation plan within agreed timelines. The evaluation plan should outline the framework for a process and (wherever feasible) a short-to-longer term outcome evaluation, including a refined logic model and performance measures, evaluation questions, evaluation design, data collection and analysis methods, study participants, and detailed work plan for implementation. NACCHO will also work in collaboration with the consultant to identify LHD-HC partnerships as study participants. The consultant must use a collaborative process to solicit and incorporate NACCHO and HRSA feedback with 1-2 rounds of review/revisions for incorporation into the final evaluation plan. NACCHO realizes that the period of performance is short, and as such, is expecting a sufficient, but not necessarily fully detailed evaluation plan.
- Develop evaluation instruments. Per the evaluation plan, the consultant will develop evaluation instruments (e.g. surveys, key informant interview/focus group guides) incorporating feedback from NACCHO and HRSA.
- Conduct evaluation activities. Implement the evaluation including data collection and analysis, per methods outlined in the evaluation plan. Regular progress reports should be provided to NACCHO throughout implementation. All raw, analyzed, and synthesized data must be submitted to NACCHO and NACCHO will maintain ownership of the data.
- Complete evaluation and reports within agreed timelines. A final evaluation report must be submitted to NACCHO **no later than August 31, 2021**. The final report should include background/project description, methodology, results and findings, implications/discussion, and recommendations. One to two rounds of review/revisions by NACCHO and HRSA must be incorporated into the final report.
- Develop a minimum of three (3) case studies. The consultant will develop production-ready content for a minimum of three (3) case studies profiling LHD-HC partnerships collaborating in COVID response/recovery, highlighting impacts and adjustments/innovations providing services, including TB prevention and control. The consultant will be responsible for development of content ready for NACCHO's design team to produce the final product(s). For an example [click here](#).

PROPOSAL RESPONSE FORMAT

To be considered for this project, proposals must be in Word format and should **not exceed 10 pages**, including the following:

A. Project Narrative that includes:

- A detailed description of the proposed methodology for completing each component of the scope of work outlined above;
- A description of the consultant's knowledge and expertise with evaluation and local health department and/or health center practice, including inclusion of or links to similar projects/products;
- A project timeline; and
- The name of the primary staff and other significant contributors, including qualifications (resume or CV) and role.

B. Line Item budget, not to exceed \$75,000 that clearly outlines:

- 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 evaluation (printing, travel, etc.).

NOTE: See **Appendix B** for funding restrictions.

C. Project Deliverables and Timeline:

A realistic work plan and timeline that includes intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion within the project period (*Approx. April 2021 – August 31, 2021*).

- D. Additional Required Information:** Please download and complete the [Certification of Non-Debarment, Vendor Information Form](#), and [W-9](#) to include in your application. All applicants must also include their responses (yes/no) to the following two questions within their application:
- a. Does the organization have prior experience in Federal Contracting? (Y/N)
 - b. Has the organization completed a Single Audit? (Y/N)

If selected, NACCHO may request revisions to the proposed methodology and work plan and will work in collaboration with the consultant to finalize the work plan, especially in consideration of the short timeline. NACCHO is not able to extend the period of performance beyond 8/31/2021.

NACCHO RESPONSIBILITIES

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

- Provide background information and available data, as appropriate.
- Connect consultant with LHD-HC partnerships, per methodology, as appropriate.
- Review timelines and all materials, in draft form, and recommend revisions.
- Attend regularly schedule progress check calls.
- Serve as liaison to HRSA reviewers (HRSA and NACCHO comments/revisions will be combined), although discussion and interaction with both HRSA and NACCHO may occur as needed.

PROJECT TIMELINE AND PAYMENT SCHEDULE

The following dates represent estimated project deadlines and milestones:

- March 22, 2021: RFP released
- April 12: Proposals due to NACCHO by 5 PM ET
- April 19: NACCHO notifies selected vendor of award
- By April 30: Contract executed
- May-July: Develop evaluation plan, evaluation instruments and conduct data collection and analysis activities
- August 31, 2019: Evaluation is completed, and final report and case studies submitted to NACCHO*

*Note: HRSA requires 3 weeks to provide feedback on materials, including the final report and case studies. Consultants should factor this into their proposed project timeline.

The selected vendor will be awarded a contract for goods and services and will be paid in three (3) installments across the project period (estimated April - August 31, 2021):

- \$20,000 upon submission of evaluation plan and instruments (May 30, 2021)

- \$20,000 upon submission of a draft summary of evaluation results and data (July 30, 2021)
- \$35,000 upon submission of final evaluation report and a minimum of three (3) case studies (August 31, 2021)

NACCHO reserves the right to make changes to the project timeline and payment schedule, if necessary.

CONTRACT TERMS AND CONDITIONS

Agreement with NACCHO standard contract terms and conditions is a requirement. **No modifications to the terms or contract language will be made. Contractors that cannot agree to NACCHO's contract language should not apply for this initiative.** As part of the application, the contractor will be asked to verify that he has read NACCHO's standard contract language (included in **Appendix A** of this document) and has provided a copy to the individual with signing authority at your organization for advanced consideration. Bidders should review all terms and conditions to determine whether they are appropriate for submitting a proposal.

SELECTION CRITERIA

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

- **Understanding of Project Purpose and Goals:** Applicant has a clear understanding of the project goals and deliverables.
- **Relevant Expertise:** Applicant has clearly documented evidence of his/her (and that of the proposed project staff) subject matter expertise and experience in the proposed content area.
- **Operational Plan:** The proposal includes a clear, feasible, appropriate, detailed, and rigorous methodology and plan to effectively meet the goals and deliverables of the project.
- **Project Timeline:** The proposal includes a detailed and realistic timeline for the project period, with all deliverables completed by the dates referenced.
- **Budget:** The proposal includes a detailed, line item budget justifying the proposed expenses and the expenses are appropriate for the purposes of the deliverables.

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

SUBMISSION INSTRUCTIONS

Submissions must be electronic, in Word format. The deadline for submission is **5 pm, Eastern Standard Time, Monday, April 12, 2021**. Decisions will be made, and applicants will be notified of their selection status, no later than April 19, 2018.

Proposals should be submitted in Microsoft Word via e-mail. Please include the following in the email subject line: **Proposal-Evaluating LHD-HC Partnerships**. Emails should be addressed to:

Erin Laird, MPH

Senior Program Analyst, Infectious Disease

NACCHO

infectiousdiseases@naccho.org

Attachment A

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of GRANT #, CFDA #, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on *(insert date)* and shall continue in effect until *(insert date)*, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 *(enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid.* All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. **Three** invoices must be submitted as follows:

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

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

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement

shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for *the giving of notices as set forth in Section 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. **The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.**

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

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

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

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under

this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the “Materials”) (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law’s provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or

misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
22. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
23. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials

Attn: _____

[Name of Program Staff]

1201 (I) Eye Street NW 4th Fl., Washington, DC 20005

Tel. (202) _____

Fax (202) 783-1583

With a copy to:

National Association of County and City Health Officials

Attn: Ade Hutapea, LL.M., CFCM Lead Contracts Administrator 1201 (I) Eye Street NW
4th Fl., Washington, DC 20005

Tel. (202) 507-4272

Fax (202) 783-1583

Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

DUNS No.: _____

Appendix B

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 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 ¹³ guidance for completing a detailed justified budget on the

CDC website at the following Internet address:

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

Telecommunication Ban

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.