

Request for Proposals Graphic Design Consultants for New LHO Training Program Topic: New LHO Training Program Materials Design Applications due November 3, 2023 by 11:59pm ET

Summary Information

Project Title: New LHO Training Program Graphic Design Proposal Due Date and Time: November 3, 2023 by 11:59pm ET Selection Announcement Date: October TBD, 2023 Source of Funding: Centers for Disease Control and Prevention Maximum Funding Amount: \$50,000 Estimated Period of Performance: January 1 – June 30, 2024 Point of Contact for Questions Regarding this Application: Deya Greer, <u>dgreer@naccho.org</u> Special condition of this award: see Appendix B

Purpose

The National Association of County and City Health Officials (NACCHO) is seeking a qualified consultant to provide graphic design for course materials related to the New LHO Training Program. The materials to be designed include program logo, promotional materials, slide decks, participant guidebook, coaching guidebook, and participant blueprint development plan. The consultant will closely engage with NACCHO staff to develop design materials that align with NACCHO design and brand standards. Consultants should have experience designing training materials, preferably for high-level executives and/or public health audiences.

Overview

NACCHO is the voice of nearly 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 challenges facing communities.

NACCHO, with generous support from the CDC, is preparing to launch the New Local Health Official (LHO) Training Program. The full training program is a 12-month learning experience for new LHOs that builds leadership capabilities through active engagement, exploration, coaching, goal setting and practice which will launch the first cohort in January 2025. The program is designed for LHOs who have been in their position for 2 years or less. The unique aspects include the use of a community learning approach that incorporates external trainers, coaches, and facilitators from various LHDs, Subject Matter Experts, experienced LHOs, and NACCHO staff. The curriculum is designed for the modern learner and is based on current and emerging LHO roles and responsibilities. The curriculum is based on the findings of an extensive needs assessment and the development of the curriculum is being guided by an Advisory Committee made up of new and experienced LHOs. In addition, the curriculum review process engaged a diverse pool of LHOs representing different jurisdictions, LHD size, geographic locations, governance structure, and lengths of service.

Through participation in the program, new LHOs will accomplish the following goals:

- 1. Build a sustainable and supportive network of peer and mentor relationships.
- 2. Create a thorough understanding of the current public health field and the foundational capabilities of local public health departments.
- 3. Strengthen advocacy and voice as thought leaders and forward-thinking strategists to drive the modernization of public health practice.
- 4. Develop the knowledge and skills necessary to address racial inequities and champion health equity.
- 5. Expand leadership skills through practice to foster success, drive innovation, and lead in today's public health landscape.
- 6. Commit to lifelong learning, continued growth, and resiliency as leaders.
- 7. Develop the diversified management skillset needed to support, transform, and lead their health departments.

The training program four units in the program, with each unit including 3 modules:

- 1. Establishing Personal Leadership Skills and Style: Leadership is both a personal and interpersonal endeavor. LHOs already possess a high level of leadership but may have not had the opportunity to discover their personal and interpersonal leadership styles. This unit will provide an overview of leadership essentials relevant to LHOs, provide assessments to determine traits and strengths and set the foundation for practicing capability building strategies to support their own professional growth and the success of their LHD.
- 2. **Building and Leading a Strategic Health Department:** Public health is an ever-changing landscape, and as such, LHOs must be prepared to guide their staff, programs, and systems through change. This unit introduces LHOs to various strategies for responding to changing environments, with reflection on their personal tools and techniques they can use to successfully lead their organization through change.
- 3. Navigating Your Political Landscape and Partnerships: LHOs face ever changing political landscapes and having the tools and resources to navigate these changes are essential. In this unit, LHOs will gain knowledge of the key functions and structures, and systems of local, state, and federal governments. Key public health laws will be discussed, and reference guides will be provided.
- 4. Identifying and Managing Resources for an Innovative and Resilient Health Department: Resources are always essential. In this unit, LHOs learn about the W's of public health funding: Who provides funding for public health? What are the available funding opportunities? Where does LHD revenue come from? This unit will also review

financial analysis, preparing LHOs to work in collaboration with their finance departments by interpreting financial data and applying it to decision-making processes.

This design project will result in final draft materials to be used in the New LHO Training Program. The materials that need to be designed within the scope of this project are:

- 1) One completed program logo.
- 2) Icons for different roles and activities
- 3) Completed promotional materials including virtual and print ready promotional flyer/brochure.
- 4) Twelve completed PowerPoint decks.
- 5) One completed companion guide including cover and back art.
- 6) One completed facilitator guidebook including cover and back art.
- 7) One completed participant guidebook including cover and back art.
- 8) One completed coaching guidebook including cover and back art.
- 9) Once completed participant blueprint development plan fillable worksheet.
- 10) One folder of thumbnails, graphics, and images to be used across program materials.

Eligibility

Graphic designers with demonstrated experience in producing training materials for management and/or public health audiences. Graphic designers who have the proven ability to 1) align with industry standards for accessibility, 2) incorporate high quality images, graphic, and text representation of complex concepts, 3) provide editing guidance for ease of participant use of materials, and 4) work closely with a project development team that is writing the content.

Funding Overview and Timeline

NACCHO will issue an award **up to \$50,000** in the form of a fixed priced contract. Applications must be submitted by **November 3, 2023 at 11:59PM ET** and selections will occur on or around November 17, 2023. The project period shall begin upon both parties' full execution of the contract (approximately January 1, 2024) and will end June 30, 2024.

Selected consultant will enter into a contract with NACCHO to complete the deliverables specified in the application. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

Key Dates

Event	Date
Release of RFP	October 17, 2023
Application period closes	November 3, 2023
Anticipated notice of award	November 17, 2023
Contract execution	January 1, 2024
Meetings with project staff and design of materials	January – June 2024
Final materials due	June 30, 2024

Activities and Deliverables

1. This consultant will design one program logo; promotional materials including virtual and print brochure; PowerPoint presentations with graphics and images (approximately 200 slides); icons for different activities and roles, one facilitator guide book with cover and back art, once companion guide with cover and back art, one participant guidebook with cover and back art including course outline, guidelines, and associated worksheets (approximately 50 pages); one coach guidebook with cover and back art including course outline, guidelines, and pages); one participant blueprint development plan (approximately 10 pages); one folder with graphics and images (approximately 200); and one collaboration with the Management Essentials Team members. Stock images for project would need to be provided by consultant.

Scope of Work

The selected consultant will be expected to undertake the following tasks:

1. Meet with New LHO project team and review materials

- a. Assess design needs of project team
- b. Review draft text format of materials
- 2. Coordinate graphic design that aligns with NACCHO design specifications
 - a. Meet with NACCHO Communications representative

3. Provide graphic design for materials

- a. Provide concept presentations for three potential design themes for project team to select final design theme
- b. Provide drafts of materials for review by project team
- c. Make edits as determined by project team
- d. Deliver final materials with printing and virtual posting directions and guidelines

Deliverables

Selected consultant will enter into a contractual agreement with NACCHO to complete the deliverables specified below. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary. The following outlines the deliverables to be produced by the consultant; however, a finalized scope of work will be agreed upon post-consultant selection.

Primary Task/Deliverable	Documentation	Paym	ent Schedule
Assess design needs and meet with project team and communications staff	Meeting minutes and design plan	\$7500	Invoice 1: \$7500 No later than February 1, 2024 Invoice 2: \$7500
Review NACCHO drafts of materials	Concept presentations for three potential design themes	\$7500	No later than April 1, 2024

Provide design drafts of materials	Draft materials	\$7500	Invoice 3: \$7500 No later than May 1,
Deliver final materials	Final materials that include directions and guidelines for printing and posting	\$27,500	2024 Invoice 4: \$27,500 No later than June 30, 2024

Requirements for Financial Award

Allowable Expenses

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (currently \$197,300).

The following items are not allowable expenses:

- Telecommunication Ban in accordance with FAR 52.204-24 and FAR 52.204-25
- Alcoholic Beverages
- Bad Debts
- Contributions and donations
- Entertainment Costs
- Fines and penalties
- Goods and services for personal use
- Lobbying
- Losses on other awards

Required Grant Activities to be Covered by Award

1. Finalized materials to be used in the Adaptive Leadership Academy

Period of Performance

The targeted completion of work shall be June 30, 2024. Upon the receipt of approval by Please use the provided budget template to break out expenses for project term (January 1, 2024 – June 30, 2024).

Proposal

Proposal Response Format In order to be considered for this project, proposals must be in PDF format, including the following:

- A. **Applicant information/Cover page** (Not included in page count)
 - a. Organization Name, Street Address, City/State/Territory, Zip
 - b. Lead project contact (agency-designated project contact for all matters pertaining to the project): Name, email, phone
 - c. Lead finance contact (agency-designated finance contact for all matters pertaining to processing contracts and invoices): Name, email, phone
- B. Project narrative (not to exceed 4 pages) that includes:
 - a. A description of the methodology proposed to meet each of the deliverables listed above.

- b. A capability statement that demonstrates the consultant/organization's experience and ability to deliver subject matter expertise in the identified content areas.
- c. A description of any other consultants/firms that will be engaged on this project and their relevant expertise.
- d. The name of the primary staff and other significant contributors, including qualifications and role. (Resume/CV not included in page limit)
- C. Line-item budget and narrative, not to exceed \$50,000:
 - Budget proposal and accompanying budget narrative that explains each line-item, including the cost breakdown and justification as to how it will support project goals and objectives. A budget and narrative template can be found in section F Attachments. Budget should be based on deliverables listed in table above.
 - i. Respond to the following two questions at the end of the budget narrative:
 - 1. Do you have prior experience in Federal Contracting?
 - 2. Have you completed a Single Audit?
 - ii. Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses; food and beverages; or incentives are also unallowed.
- D. **Examples of work** or links to a portfolio
- E. Attachments (not included in page count)
 - Required: Complete and submit a <u>Budget Template</u> and Budget Narrative
 - Required: Complete and submit the <u>Vendor Information Form</u>.
 - Required: Complete and submit the <u>Certification of Non-Debarment</u>
 - Required: Submit a <u>W-9</u>
 - Required: Complete and submit the <u>FFATA data collection form</u> (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.)
 - Required: Proof of active registration with SAM.gov (expiration date must be valid post contract execution date)

Selection Process

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 Personnel Experience**: Applicant has clearly documented evidence of his/her (and that of the proposed project staff) graphic design experience and experience in proposed content areas.

• **Budget**: The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables. 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 (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

Deadline/Staff Contact

The deadline for submission is **November 6, 2024 by 11:59 pm Eastern Standard Time**. Proposals should be submitted electronically, in PDF format, via e-mail to: Deya Greer Lead Analyst, Workforce and Leadership Development <u>dgreer@naccho.org</u>

APPENDIX 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. <u>PURPOSE OF AGREEMENT</u>: 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. <u>TERM OF AGREEMENT</u>: The term of the Agreement shall begin on January 1, 2024 and shall continue in effect until June 30, 2024, 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. <u>PAYMENT FOR SERVICES</u>: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ 50,000.00 (*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. Two invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	7,500	Meeting agendas and	Feb 1, 2024
		minutes	
Invoice II	7,500	Concept presentations	April 1, 2024
Invoice III	7,500	First draft of materials	May 1, 2024
Invoice IV	27,500	Final draft of materials	June 30, 2024

NACCHO award number must be included on all invoices. <u>Unless otherwise</u> 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. <u>INDEPENDENT CONTRACTOR</u>: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
- 2. <u>PAYMENT OF TAXES AND OTHER LEVIES</u>: 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. <u>LIABILITY</u>: 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. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
- 6. <u>CONTINGENCY CLAUSE</u>: 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. <u>INTERFERING CONDITIONS</u>: 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. <u>OWNERSHIP OF MATERIALS</u>: 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. <u>RESOLUTION OF DISPUTES</u>: 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. <u>TERMINATION</u>: 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. <u>ENTIRE AGREEMENT</u>: 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. <u>PARTIAL INVALIDITY</u>: 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. <u>GOVERNING LAW</u>: 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. <u>ADDITIONAL FUNDING</u>: 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. <u>REMEDIES FOR MISTAKES</u>: 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. <u>COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS</u>: 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. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> 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. <u>DEBARRED OR SUSPENDED CONTRACTORS</u>: 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. <u>LOBBYING RESTRICTIONS AND DISCLOSURES</u>: 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.
- <u>COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS</u>: 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. <u>WHISTLEBLOWER PROTECTION:</u> 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. <u>EXECUTION AND DELIVERY</u>: 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 had been received.
- 23. <u>NOTICE:</u> 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: ______ Deya Greer 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) 507-4286 Fax (202) 783-1583 Email: dgreer@naccho.org With a copy to: National Association of County and City Health Officials Attn: Ade Hutapea, LL.M., CFCM Lead Contracts Administrator 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) 507-4272 Fax (202) 783-1583 Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:	CONTRACTOR:
Ву:	Ву:
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 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 <u>Additional Requirement (AR) 12</u> for detailed guidance on this prohibition and <u>additional guidance on</u> <u>lobbying for CDC recipients.</u>

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

Requests to use awarded funding to purchase <u>general</u> 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. <u>Costs for purchase of general vehicles are not allowed.</u>

Requests to use awarded funding to purchase <u>specialized</u> 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: <u>http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html</u>