



## **REQUEST FOR PROPOSAL**

**Technical Assistance to Enhance Local Health Department Capacity Related to Healthcare-Associated Infections and Antimicrobial Resistance Prevention and Response**

**National Association of County and City Health Officials (NACCHO)**

**Date of Release: Wednesday, December 20, 2023**



## REQUEST FOR PROPOSALS (RFP)

### SUMMARY INFORMATION

<b>Project title</b>	<b>Technical Assistance to Enhance Local Health Department Capacity Related to Healthcare-Associated Infections and Antimicrobial Resistance Prevention and Response</b>
<b>Proposal due date and time</b>	Friday, January 12, 2024, by 5:00pm EST
<b>Selection announcement date</b>	January 26, 2024
<b>Source of funding</b>	CDC
<b>NOA Award No.</b>	5NU38OT000306-05-00
<b>Maximum funding amount</b>	\$150,000
<b>Point of contact for questions regarding this application</b>	<i>Candice Young</i> : <a href="mailto:infectiousdiseases@naccho.org">infectiousdiseases@naccho.org</a>
<b>Estimated Period of Performance</b>	The project period will begin upon contract execution (goal of February 9, 2024) and will end on June 30, 2024.)

### BACKGROUND & OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of over 3,300 local health departments (LHDs) nationwide. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO supports LHDs in developing and implementing public health policies and practices that afford communities access to vital programs and services that protect them from disease and disaster. Additionally, NACCHO engages with federal policymakers on behalf of LHDs to ensure adequate resources for LHDs and appropriate public health legislation and policies are in place to address the myriad of public health challenges facing communities.

NACCHO recognizes the growing role LHDs play in responding to healthcare-associated infections (HAI) and antimicrobial resistance (AR), strengthening infection prevention and response, and providing expertise, infrastructure, and practice in infection control. NACCHO, with support from the Centers for Disease Control and Prevention (CDC) Division of Healthcare Quality Promotion, supports LHDs in increasing their capacity to improve healthcare infection prevention and response efforts, including COVID-19 and other HAIs, as well as those infections caused by antimicrobial-resistant pathogens. NACCHO aims to strengthen LHD and facility relationships, improve IPC in high-risk facilities, and reduce adverse outcomes associated with COVID-19, HAIs, and antimicrobial-resistant pathogens. One mechanism for this support is the [Building Up Infection Prevention and Control in Local Departments in Healthcare-Associated Infections and Antimicrobial Resistance \(BUILD HAIAR\) Project](#).

Through this funding opportunity, NACCHO will award up to \$150,000 to a consultant or consulting firm to assist NACCHO with technical assistance to selected LHDs to strengthen capacity related to HAI and AR h prevention and response.

The selected consultant will provide technical assistance in the following areas for the BUILD HAIAR demonstration sites:

- To support LHD capacity for HAI prevention and response;
- To advance LHD engagement in AR-related initiatives and activities, including promoting antibiotic stewardship;
- To enhance coordination and connection with the State Health Department HAI/AR programs;
- To develop and identify resources, lessons learned, and best practices for LHDs; and
- To build strategic approaches to HAI/AR, including addressing health equity

## **FUNDING OVERVIEW AND TIMELINE**

NACCHO will issue an award in the form of a fixed-priced contract up to \$150,000 to a consultant or consulting firm. Applications must be submitted by January 12, 2024, at 5:00 PM ET, and selections will occur on or around January 26, 2024. The project period will begin upon contract execution (with a goal of February 9, 2024) and will end June 30, 2024. All necessary information regarding the project and application process is outlined in this RFP.

All applicants should read NACCHO’s standard contract (Appendix A) and provide a copy to the individual with signing authority for the agency or entity that would be contracting with NACCHO, including any relevant financial or legal offices for advanced consideration. **The selected consultant must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made.**

## **KEY DATES**

<b>Event</b>	<b>Date</b>
Release of RFP	December 20, 2023
Application period closes	January 12, 2024 (5:00 PM ET)
Anticipated notice of award	January 26, 2024
Anticipated Contract Start Date	February 9, 2024
Anticipated Contract End Date	June 30, 2024

## **TECHNICAL CONSULTANT POSITION SUMMARY AND REQUIREMENTS**

During the term of this agreement, the consultant will work with NACCHO staff to provide technical assistance and support to LHDs to strengthen capacity related to HAIs and AR

prevention and response by facilitating monthly community of practice calls, webinars, and office hours; collating resources; enhancing the BUILD HAIAR virtual community experience; and supporting LHDs in communication product development related to HAI, AR, AS, and health equity.

**Activities:**

- Develop and facilitate monthly technical assistance training for LHDs selected through the BUILD HAIAR funding opportunity from February 2024 to June 2024.
  - a. Design and deliver comprehensive training sessions related to HAI, AR, antimicrobial stewardship, and health equity.
    - i. Assist in strengthening LHD capacity for HAI prevention and response.
    - ii. Support LHD engagement in AR-related initiatives, including promoting antibiotic stewardship.
    - iii. Enhance coordination and connection with State Health Department HAI/AR programs.
    - iv. Build strategic approaches to HAI/AR, focusing on addressing health equity.
  - b. Ensure training sessions are engaging, informative, and tailored to the specific needs of LHDs.
  - c. Consultant will facilitate five (5) Community of Practice calls and three (3) webinars over the project period.
- Collate relevant resources related to HAI, AR, AS, health equity, and related project management or evaluation tools.
  - a. Create a repository of materials for easy access and knowledge sharing among LHDs on the BUILD HAIAR virtual community and for dissemination via email.
  - b. Consultant will need to collate and disseminate five (5) resource emails over the project period.
- Coordinate and facilitate seventeen (17) communication products.
  - a. Support the creation of communication products (ex., blog posts, conference abstracts, case studies) and develop templates (as needed) for LHDs to utilize.
- Enhance the BUILD HAIAR virtual community experience.
  - a. Engage on the virtual community platform to foster collaboration and knowledge exchange among LHDs.
- Offer ten (10) office hours for BUILD HAIAR demonstration sites.
  - a. Provide dedicated support and guidance to demonstration sites requiring additional assistance.
  - b. Conduct up to one hour for one-on-one consultations for each of the 17 sites to address specific challenges and provide tailored recommendations related to HAI, AR, AS
- Conduct at least three (3) virtual webinars on topics of interest for the BUILD HAIAR demonstration sites.

- Participate in regular check-in meetings with NACCHO staff to inform content and provide project updates.
  - a. NACCHO anticipates 1-hour weekly meetings for the first month, followed by 30-minute bi-weekly meetings for the remainder of the project period.
- Develop a final report that summarizes LHD needs identified throughout the course of the project and recommends the next steps for this work. This report will be shared with the NACCHO staff overseeing the project and other stakeholders.

The consultant will report to the Senior Program Analyst and Director overseeing this project and will coordinate with NACCHO Research and Evaluation staff. The project period will begin upon contract execution (goal of February 9, 2024) and will end June 30, 2024.

NACCHO will pay up to \$150,000 to fulfill the activities listed above on behalf of the project. The consultant will work with NACCHO to develop an invoice schedule during the contracting process. Invoices will indicate the deliverables accomplished and the total hours spent performing activities within this scope of work.

### APPLICATION INSTRUCTIONS

Proposals are to be submitted by email only to Candice Young ([infectiousdiseases@naccho.org](mailto:infectiousdiseases@naccho.org)) no later than 5 pm ET, Friday, January 12, 2024.

To be considered for this project, proposals must be in Word format with 12-point Times New Roman font, including the following:

- **Cover sheet** with the following information:
  - Contact name, email address, phone number, and website (if relevant)
  - Answers to the following questions required to facilitate the contracting process:
    - Does your organization have prior experience in federal contracting? (Answer does not disqualify)
    - Has your organization completed a Single Audit? (Answer does not disqualify)
- **Proposal Narrative (10 pages max)**
  - **Organizational Background** (Included in 10-page limit): Describe your organization’s mission and structure and explain why your organization qualifies to be responsive to the requirements of this RFP.
  - **Qualifications and Experience** (Included in the 10-page limit): Describe your qualifications and experience providing similar goods or services. Provide the resume or CV of staff involved in the project in sufficient detail to demonstrate knowledge, skills, and abilities to perform the functions outlined in the RFP.
    - The consultant should have experience with:
      - HAI and AR topics, integrating health equity;
      - Meeting Facilitation;
      - Writing/communication; and

- Project Management.
  - a. **Project Deliverables & Timeline** (Included in the 10-page limit): Provide a realistic work plan, including intermediate steps for achieving project requirements, expected product deliverables, and the timeline for completion. Describe, in detail, your proposed methodology for meeting all project requirements, including a description of the intended environmental scan tool(s) and a timeline of activities.
- **Budget and Budget Narrative Proposal:** (not included in the 10-page limit) Provide a line-item budget, not to exceed \$150,000, that clearly outlines the dollar amount, percentage of the total budget, and a narrative cost justification for each line item. Please restrict costs to labor. If you have a question about the inclusion of other budget line items, please reach out to Candice Young ([cyoung@naccho.org](mailto:cyoung@naccho.org))
  - Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses, food and beverages, or incentives are also unallowed.
  - Please include documentation of an approved indirect and fringe rate if they are part of the budget. If you do not have an approved rate, provide a signed statement that captures the breakdown of the proposed rate(s).
- The following materials should also be submitted (these are not included in the page limit)
  - Submission of supporting documentation
    - [Vendor Information Form](#)
    - [W-9](#)
    - [Certification of Non-Debarment](#)
  - Required for applications of \$25,000: [FFATA form](#) (If you are not able to complete this by the application deadline, you may submit it one week after you have been selected).

### **For Further Information**

Please contact Candice Young, Senior Program Analyst, with any questions about this opportunity.

# APPENDICES

## Appendix A

NACCHO CONTRACT # 202- \_\_\_\_\_

### 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 a 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

2. 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.

3. TERM OF AGREEMENT: The term of the Agreement shall begin on **February 9, 2024** 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. 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.

4. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed **\$150,000**. 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 (**more for contracts over \$50,000**):

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			

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: Candice Young  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4238  
Fax (202) 783-1583  
Email: [infectiousdiseases@naccho.org](mailto:infectiousdiseases@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](mailto: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

### List of unallowable costs

**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 current Federal Executive Schedule Level II salary cap. NACCHO reserves the right to request a revised cost proposal, should CDC determine applicant's proposed cost as unallowable. Below is sample of unallowable costs, compiled from the Federal Acquisition Regulation (FAR) as a general reference:

1. Interest Expense (FAR 31.205-20) is unallowable however represented including bond discounts, costs of financing and refinancing capital including associated costs. Some associated costs include related legal and professional fees incurred in connection with prospectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.
2. Donations/Contributions (FAR 31.205-8)
3. Entertainment (FAR 31.205-14) – The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs and similar organizations are unallowable.
4. Contingencies (FAR 31.205-7)
5. Bad Debts (FAR 31.205-3)
6. Fines and Penalties (FAR 31.205-15) – The costs of fines and penalties for violating federal, state, or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.
7. Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
8. Losses on Contracts (FAR 31.205-33) – The excess of cost over income on any contract is unallowable. This includes the contractor's share of any cost contribution on cost sharing agreements.
9. Organizational (FAR31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or reorganization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Alcohol – Alcohol is expressly unallowable under all circumstances.
11. Food-- Direct charges for meals/food and beverages are unallowable
12. Promotion – this cost is unallowable if the primary purpose is to promote a company's image or products or service.
13. Personal Use – Personal use of anything as compared to business purpose is unallowable.
14. Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.
15. First Class Air Fare – First class air fare is unallowable in most cases. There are a few exceptions, but are available in rare circumstances.
16. Legal Costs – Certain legal costs are unallowable. In order for legal costs to be allowable the costs must be documented by scope of work, rate description and work product. Claims against the government and Defense of certain fraud proceedings are unallowable.
17. Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration. There are many rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.
18. Circumstantial Unallowable Costs. These costs are either allowable or unallowable depending on the special and unique circumstances that embody numerous exceptions and special rules. The majority of

cost items addressed by FAR 31.2 fall into this category. The rules and exceptions are too voluminous to include here.

Please contact NACCHO with specific questions about what is allowable.

### **Funding Restriction Language from Notice of Funding Opportunity:**

Funding Restrictions:

Restrictions, which must be taken into account while writing the budget, are as follows:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care.
- Recipients may only expend funds for reasonable program purposes, 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 provider 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](#).

Restrictions Related to Projects Funded through Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient to comply with existing and future guidance

from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.