

NACCHO

National Association of County & City Health Officials

REQUEST FOR PROPOSALS (RFP)

**Building Multi-Sector Partnerships to Advance Health Equity in Cardiovascular
Disease Prevention Efforts:**

Communications Consultant

National Association of County and City Health Officials (NACCHO)

Date of Release: October 16, 2023

*Applications are due by: November 15th by 5:00 PM ET

SUMMARY INFORMATION

Project Title: Building Multi-Sector Partnerships to Advance Health Equity in Cardiovascular Disease Prevention Efforts: Communications Consultant

Proposal Due Date and Time: Wednesday, November 15, 2023, by 5:00pm ET

Selection Announcement Date: On or around November 21, 2023

Source of Funding: CDC Division for Heart Disease and Stroke Prevention

NOA Award No.: 6 NU38OT000306-05-01

Estimated Funding Amount: up to \$50,000

Estimated Period of Performance: January 8, 2024 – June 30, 2024

Point of Contact for Questions Regarding this Application: Johanna Segovia,
chronicdisease@naccho.org

Special Condition of this Award: see Appendices A-D

OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 3,000 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal organizations work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Centers for Disease and Control Prevention (CDC) - Division for Heart Disease and Stroke Prevention, NACCHO is seeking a consultant to develop a suite of communications products highlighting the Building Multi-Sector Partnerships to Advance Health Equity in Cardiovascular Disease Prevention Efforts project and awardees. The primary purpose of the project is to provide technical assistance to help local health agencies and communities strengthen existing cardiovascular health programs and reduce the risk of cardiovascular disease in priority populations. The consultant will engage with two (2) local health agencies and partner organizations to develop communications products that showcase their implementation efforts and the impact of leveraging existing strategies, engaging multi-sectoral partnerships, and addressing social determinants of health (SDOH) to advance health equity in cardiovascular disease prevention efforts.

Selections will be made on or around November 21st, 2023, and the project period will run from the date of contract execution (approximately January 8, 2024) to June 30, 2024. **Applications must be submitted no later than November 15th, 2023, by 5:00 PM Eastern Time.** This will be a fixed-price, deliverables-based contract. All necessary information regarding the project and application process may be found in this Request for Proposals (RFP). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing Johanna Segovia, chronicdisease@naccho.org.

Funding for this RFP is supported by the CDC cooperative agreement 6 NU38OT000306-05-01 entitled Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

BACKGROUND

Every year, more than 1.5 million people in the U.S. suffer from heart attacks and stroke and over 877,500 deaths occur from heart disease, stroke, or other cardiovascular diseases.¹ Racial and ethnic minority groups are disproportionately affected by cardiovascular disease and poor health outcomes due to health inequities and disparities.² Additionally, the COVID-19 pandemic has contributed to a decline in people seeking medical care for heart attacks and stroke by 23% and 20%, respectively.³ Hypertension, or high blood pressure, are preventable risk factors for heart disease and stroke; however, nearly half of U.S. adults have hypertension and only about 1 in 4 has it under control (<130/80 mmHg).¹ More concerning is that progress in hypertension control has stalled, and racial and geographic disparities persist. Heart disease and stroke is a public health priority where the health disparities to treat and control preventable risk factors, such as hypertension, can be influenced at multiple levels, from individual patient level to the local community environment. There is a need for not only expanding evidence-based practices that are effective, feasible, sustainable, and transferable across diverse populations in the U.S., but also address the health inequities and disparities that contribute to the disparate outcomes of cardiovascular disease.

Since 2020, NACCHO has partnered with the CDC Division for Heart Disease and Stroke Prevention to support local health agencies by providing grant funding to reduce risk factors for cardiovascular disease. Local health agencies and partner organizations were awarded to strengthen existing evidence-based strategies in their cardiovascular disease prevention programs using the [Best Practices Guide for Cardiovascular Disease Prevention Programs](#) and the [Surgeon General's Call to Action to Control Hypertension and Promotion](#). Funded sites enhanced coordination across community-oriented organizations on addressing cardiovascular disease and the social determinants of health that contribute to health disparities and inequities. Read the latest [success stories](#) and [infographic](#) to learn more about the overall initiative and local implementation of evidence-based strategies for cardiovascular disease prevention.

For the current funding opportunity, NACCHO will select one (1) consultant to engage with two (2) local health agencies and partner organization and develop communications products that showcase the implementation efforts of these communities addressing the intersection of cardiovascular disease, social determinants of health, and health inequities. The consultant will also work with NACCHO to develop materials that highlight the overarching NACCHO Cardiovascular Health project.

¹ Virani SS, Alonso A, Benjamin EJ, Bittencourt MS, Callaway CW, Carson AP, et al. Heart Disease and Stroke Statistics – 2020 update: a report from the American Heart Association. *Circulation*. 2020;141(9): e139-e596.

² U.S. Department of Health and Human Services. The Surgeon General's Call to Action to Control Hypertension. Washington, DC: U.S. Department of Health and Human Services, Office of the Surgeon General; 2020.

³ Lange SJ, Ritchey MD, Goodman Ab, et al. Potential Indirect Effects of the COVID-19 Pandemic on Use of Emergency Departments for Acute Life-Threatening Conditions – United States, January-May 2020. *MMWR Morb Mortal Wkly Rep* 2020;69:795-800. DOI: <http://dx.doi.org/10.15585/mmwr.mm6925e2external.icon>.

CONTRACT TERMS

The project period shall begin upon both parties' full execution of the contract and will end June 30th, 2024.

NACCHO will select and fund one (1) award through this RFP. This will be a fixed-price, deliverables-based consultant contract. This consultant may work with other consultants or firms to complete the work. However, NACCHO will only contract with and provide funds to one (1) consultant.

Selected applicants will enter into an agreement with NACCHO using the [NACCHO standard contract](#) (terms and conditions) attached as appendix A below. Agreement with majority of NACCHO standard contract terms and conditions is a requirement and as part of the application, the contractor will be asked to verify that they have read NACCHO's standard contract language and confirmed in agreement with the terms and conditions.

Should your organization need to propose any changes to the terms and conditions, please inform us immediately, however NACCHO reserves the right to accept or decline such changes. Significant changes, which could affect the agreement's timely execution, may impact your selection as a successful applicant. Agreeing to NACCHO's Resolution of Disputes and Governing Law is expected and aside of those two clauses, **limited modifications to the terms or contract language can be accommodated. Contractors that cannot agree to majority of NACCHO's contract language should not apply for this initiative.**

If you are an applicant from Florida, please contact NACCHO immediately for a copy of the Florida standard contract.

SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date
Application Period Closes	November 15, 2023, by 5:00pm ET
Anticipated Notice of Award	On or around November 21, 2023
Anticipated Contract Start Date	January 8, 2024
Anticipated Contract End Date	June 30, 2024

SCOPE OF WORK

While applicants should propose their own approach to the project activities, at a minimum, the consultant will be expected to complete the following activities:

1. **Project Kick-off Meeting.** The consultant shall meet with project partners and funders via videoconference to review project tasks, direction, goal, questions, timeline, and co-plan the

project. The consultant shall prepare a document that summarizes the discussion and makes note of decisions made.

2. **Timeline/Work Plan.** The consultant shall prepare a detailed timeline and workplan for accomplishing the tasks of the contract and incorporating input from the kick-off meeting. The consultant shall first submit a draft timeline and workplan for review by project partners and funders following the kick-off meeting.
3. **Project Coordination.** The consultant will communicate regularly with project partners and funders to provide project updates through regular check-in calls or formal reports. The consultant will conduct at least one consultation call with each funded site and work directly with funded sites to collect assets, photos and logos.
4. **Project Content.** The following outlines the deliverables to be produced by the consultant, however a finalized scope of work will be agreed upon post-consultant selection:
 - a. Four communication materials (two per funded site) that highlights each site’s work. These could take the form of:
 - i. At least two infographics that illustrates the key evidence-based strategies, activities, and outcomes of each site
 - ii. At least two video vignettes (2-3 minutes each) highlighting funded sites and successful outcomes. 508 compliance must be met in finalized videos, including final srt/vtt files and transcripts for closed-captioning.
 - b. A one-page summary or blog of the overarching initiative, overall impact, and brief, overall description of each site’s work.
5. **Feedback and Finalization.** The consultant will provide content for NACCHO staff to review and provide feedback, including at least two (2) rounds of edits. All materials must be 508 compliant. Video products and final products must meet the following technical requirements:
 - Videos must be webcast quality
 - Videos should be in a file format for use on the NACCHO website and social media platforms

The following outlines the deliverables to be produced by the consultant; however, a finalized scope of work will be agreed upon post consultant selection. *Please note, the finalized schedule of deliverables will include payment for draft deliverables of all project content agreed upon by the consultant and NACCHO per the finalized timeline.*

Primary Task/Deliverable	Documentation	Estimated Timeline	Funding %	Payment Schedule
1. Kick-off Call	Attendance and summary of call between NACCHO, CDC and consultant	January 2024 – February 2024	5% of funding	Invoice #1 due by or before March 15, 2024
2. Final Timeline and Work Plan	Final project timeline and work plan		5% of funding	
3. Consultation Calls	Agenda, Attendance list,		5% of funding	

	and Summary of Consultation Call with each of two (2) local health agencies and partner organizations			
4. Four communication materials (two per funded site)	Draft infographic materials (up to two [2])	January 2024 – April 2024	10% of funding	Invoice #2 due by or before May 15, 2024
	Draft two (2) video vignettes		20% of funding	
5. Communication materials for overarching initiative	Draft communication material ((up to one [1] blog or one-pager)		10% of funding	
6. Four communication materials (two per funded site)	Finalized infographic materials (up to two [2])	April 2024 – June 2024	10% of funding	Invoice #3 due by or before July 15, 2024
	Finalized two (2) video vignettes		25% of funding	
7. Communication material for overarching initiative	Finalized communication material (up to one [1] blog or one-pager)		10% of funding	

METHOD OF PAYMENT

NACCHO will disburse payment to awardees upon receipt of deliverables outlined in the description of activities section. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO SUPPORT

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

- Provide background information, including work product and materials produced as a part of the project
- Provide additional materials and/or information as needed for consultant to develop the overarching initiative products
- Provide feedback and edits to deliverables
- Serve as liaison between the awarded sites and consultant as needed

PROPOSAL OUTLINE

Applicants should describe how they will provide support to design and produce communications products. Applications for this project will be evaluated by NACCHO. Incomplete applications will not be reviewed. To be considered for this project, proposals must be in pdf format and include the following:

- A. Cover sheet with the following information: (5 points)
 - a. The name of the primary staff and other significant contributors, including qualifications (resume or CV) and role.
 - b. Answers to the following questions, required to facilitate the contracting process:
 - i. Does your organization have prior experience in federal contracting? (Yes/No)
 - ii. Has your organization completed a single Audit? (Yes/No)
- B. Project Narrative: (30 points)
 - a. Description of the consultant's knowledge and experience in the design and implementation of public health communications activities
 - b. A description of the methodology proposed to meet each of the deliverables listed above
 - c. A description of any other consultants/firms that will be engaged on this project
 - d. The company's production and revision process
- C. Line-item budget and narrative, not to exceed \$50,000, that clearly outlines: (20 points)
 - a. Personnel (number of staff, percent effort to the project and salary wages or hourly fees). If funding will go towards staff salaries, please include a copy of your negotiated fringe rate.
 - b. Funds to be provided to other consultants/firms working on project if applicable.
 - c. Other costs associated with the development of materials. Notes: Funds may not be used to purchase equipment, pay for food and beverages, or support lobbying of any kind.
 - d. Use NACCHO's templates linked below
- D. Project Deliverables and Timeline: (20 points)
 - a. A realistic work plan and timeline that includes expected product deliverables that will be completed over a six-month project period (approximately January 2024 – June 2024). Consultant timeline should demonstrate flexibility to align with project needs.
- E. References and/or links to examples of work products: (20 points)
- F. Submission of supporting documentation: Please include and upload the following attachments with your application (5 points)
 - a. Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - b. Complete and submit the [Vendor Information Form](#)
 - c. Complete and submit the [Completed Certification of Non-Debarment](#)
 - d. Submit [W-9 Form](#)
 - e. Complete and submit the [FFATA Data Collection Form](#)
 - f. Provide proof of active registration with SAM.gov in accordance with active DUNS number.
 - o The applicant must be registered with the System for Award Management (SAM)

and its SAM number. For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.

- Note: If an applicant's DUNS number is expired at the time of contract execution, the applicant will be required to renew.

G. Resume(s) of staff involved in project

ADDITIONAL SELECTION CRITERIA

- **Status as Women-, Minority-, Disadvantaged-, Veteran-Owned, and/or Small Business:** Consideration will be given to applicants who demonstrate successful work with historically underserved and underrepresented entities (minority-, women-, disadvantaged-, veteran-owned businesses or "MWDVBES" and black, indigenous, people of color or "BIPOC") in addressing health disparities. Applicants who classify as or partner with these businesses will be strongly considered.
- **Inclusion of Health Equity:** NACCHO is committed to the promotion of health equity and the elimination of health inequities. Health inequities are reflected by disproportionately high rates of disease, premature death, and a lower quality of life. Health inequities are avoidable and state, federal and locally funded activities play a key role in helping to solve this problem. Applicants are encouraged to address health inequities within the context of proposed activities.

SUBMISSION INSTRUCTIONS

Applications for the Building Multi-Sector Partnerships to Advance Health Equity in Cardiovascular Disease Prevention Efforts: Communications Consultant opportunity should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the entity that would be contracting with NACCHO, including any relevant financial or legal offices for advanced consideration. Selected applicants 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. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO by November 15, 2023 at 5:00 PM ET. Submissions after this deadline will not be considered. Proposals should be submitted electronically, in PDF format, via e-mail to NACCHO Chronic Disease Team, chronicdisease@naccho.org.
4. NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness.

Applicants will be notified of their selection status by e-mail to the project point-of-contact on or around November 21, 2023. The selected applicant will be required to confirm participation and agreement with the contract scope of work after receiving a notification. The designated point-of-contact for selection must be available to receive and respond to the notification in a timely manner.

Appendix A - Contract Template

NACCHO CONTRACT # 2023- _____

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

1. **PURPOSE OF AGREEMENT:** Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of _____ GRANT # _____, CFDA # _____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. **TERM OF AGREEMENT:** The term of the Agreement shall begin on *(insert date)* and shall continue in effect until *(insert date)*, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. **PAYMENT FOR SERVICES:** In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 *(enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid.* All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. **Three** invoices must be submitted as follows:

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

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

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

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

ARTICLE II: GENERAL PROVISIONS

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

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

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

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued

pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”

23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials
Attn: _____
[Name of Program Staff]
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) _____
Fax (202) 783-1583
Email: _____@naccho.org

With a copy to:

National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM
Director, Contracts
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

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: Budget Narrative Template

The budget narrative explains each line-item and how the amounts were derived. See detailed guidance below.

- **Personnel:** List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct.
- **Fringe Benefits:** Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc. Please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- **Travel:** Specify the purpose and details of the travel.
- **Supplies:** Identify supplies in the detailed budget and the intended use for these supplies (i.e. what activities will the supplies support).
- **Contractual:** Identify each proposed contract and specify its purpose and estimated cost.
- **Other direct costs:** These will vary depending on the nature of the project. This may include activities, monitoring and evaluation, etc.
- **Indirect charge:** Indicate how the rate is applied. If you are proposing more than 10%, please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- **Respond to the following two questions:**
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?

Appendix C: Unallowable Costs

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 re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Food- Direct charges for meals/food and beverages are unallowable charges to this project.
11. Alcohol – Alcohol is expressly unallowable under all circumstances.
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. Please contact me about these exceptions as needed.
16. Legal Costs – Certain legal costs are unallowable. For legal costs to be allowable the costs must be documented by scope of work, rate description and work product. In any case, please contact me regarding the circumstances that these costs are allowable or not. 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.
18. Equipment purchases over \$5,000, i.e., Vehicles, Medical Devices.
19. Harm Reduction supplies or syringes.
20. Incentives - Incentives for participants to take part in project activities, such as through receiving gift cards of gas cards are typically unallowable, but incentives are allowable under certain

circumstances and will require prior approval.

21. Research

22. Clinical care, except where allowable by Federal law

23. Publicity and propaganda (lobbying): 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:

https://www.cdc.gov/grants/documents/AntiLobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

24. All unallowable costs cited in CDC-RFA-OT18-18020402SUPP21 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

Appendix D: NOA Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- 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.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, 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.