

NACCHO

National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

Demonstration Sites in Climate and Health

National Association of County and City Health Officials (NACCHO)

October 19, 2022

SUMMARY INFORMATION

Project Title: Demonstration Sites in Climate and Health

Proposal Due Date and Time: Monday, December 12, 2022,
11:59 PM PT

Selection Announcement Date: The week of January 6, 2023

Source of Funding: The U.S. Centers for Disease Control and
Prevention

NOA Award No.: #5NU38OT000306-05-00

Maximum Funding Amount: \$20,000 per award

Estimated Period of Performance: Upon execution of the contract through June 30, 2023

Point of Contact for Questions Regarding this Application: ARoy@naccho.org

Special condition of this award: see Appendix D

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 departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

NACCHO supports local efforts to track, prevent, and mitigate the health effects of climate change. According to the NACCHO [Climate Change Policy Statement](#), these efforts include: (1) the incorporation of adaptation planning into land use, housing, and transportation design; (2) preparing communities for extreme and unusual environmental events; and (3) coordinating with local governments on all-hazards disaster planning. NACCHO supports implementing existing policies and procedures (e.g., [CDC BRACE framework](#)) and integrating climate change into ongoing performance improvement measures (e.g., Public Health Accreditation).

NACCHO, with support from the [Climate and Health Program](#) at the [Centers for Disease Control and Prevention](#) (CDC), intends to award up to four (4) entities for up to \$20,000 each. This funding can be utilized to support climate change and health adaptation initiatives at local organizations.

NOTE: NACCHO and CDC will host an *optional informational webinar* for interested applicants on **Thursday, October 27, 2022, from 2:00 – 2:30 PM EST**. The purpose of the webinar is to answer questions about this RFA. No new information will be shared during the webinar; as such, applicants do not need to wait for the optional webinar to begin or submit an application. [Register for the webinar](#) to attend. After registering, you will receive a confirmation email containing information about joining the meeting.

ELIGIBILITY AND CONTRACT TERMS

Eligibility

- Be a local government entity or other local organization (e.g., community-based organization) working in climate change and health, or a state, tribal, or territorial government entity proposing a local project with a letter of support from the local government entity. “Local” is here defined as organizations working at county, city, or community levels (e.g., local health department);
- Have experience working on local climate change and health initiatives; and
- Demonstrate the need for funding.

Contract Terms

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/Time
RFA Informational Webinar	Thursday, October 27, 2022, 2PM ET
Submission Deadline	Monday, December 12, 2022, 11:59PM PT
Award Notification Date	Week of January 6, 2023
Anticipated Contract Start Date	Approximately January 2023
Anticipated Contract End Date	June 30, 2023

PROJECT GOALS & TECHNICAL REQUIREMENTS

A scope of work template further outlining these activities can be found below and represents the deliverables associated with receipt of award which will be incorporated into the subawardee agreement (Appendix A).

Selected applicants will be required to:

- Designate one point of contact to serve as the project coordinator. Even if this person will not be leading all project activities, the selected applicant must designate one individual with whom NACCHO will directly communicate on all matters related to this project.
- Adhere to the activities and timeline proposed in the application materials. The designated point of contact should be in communication with NACCHO staff if deliverables must change due to unforeseen circumstances.
- Adhere to NACCHO’s [standard contract language](#) and be able to sign and return a contract to NACCHO within 30 days of receiving it. (Note: NACCHO has a specific contract template as approved by the State’s General Counsel for applicants from the states of FL and TX. Please email us for a copy should you need it). **No modifications to the terms or contract language will be made.** Agencies that cannot agree to NACCHO’s contract language should not apply for this initiative. As part of the application, the agency will be asked to verify that it has read NACCHO’s standard contract language and has provided a copy to the individual with signing authority at the agency for advanced consideration.
- Ability to complete NACCHO’s [Organizational Subrecipient Risk Assessment Form](#). Agencies that cannot complete NACCHO’s subrecipient risk assessment form should not apply for this initiative. As part of the application, the agency will be asked to verify that it has reviewed NACCHO’s subrecipient risk assessment form and has provided a copy to the individual with signing authority at the agency for advanced consideration.
- Participate in project kick-off call, orientation/trainings, and close-out call with all grantees, CDC, and NACCHO.
- Complete a final report detailing successes, challenges, and lessons learned.
- Applicants will be asked to participate in the NACCHO360 conference, to be held in Denver, CO in July of 2023, and to include this travel line item in their budget.

Scope of Work

The following table outlines project activities expected of the selected LHDs:

Deadline for Completion	Activity
<i>October 19, 2022</i>	Request for Applications (RFA) opens
<i>October 27, 2022</i>	RFA Informational Webinar from 2:00 – 2:30 PM ET (Link to register)
<i>December 12, 2022</i>	Applications due by 11:59 pm PT
<i>Week of January 6, 2023</i>	All applicants notified of selection status
<i>January 2023</i>	Orientation call and begin project activities – to be scheduled
<i>February 2023 – July 2023</i>	Participate in at least three (3) check-in calls with NACCHO and CDC. Tentatively scheduled: <ul style="list-style-type: none"> • April 1, 2023 • May 1, 2023 • June 1, 2023
<i>June 30, 2023</i>	Submit three (3) final deliverables to NACCHO: <ul style="list-style-type: none"> • Final report detailing your process and deliverables (e.g., climate change adaptation plan, integration of health into climate adaptation plan, new communication products). A template will be provided. • Draft of NACCHO’s Stories from the Field sharing your work and accomplishments.

	<ul style="list-style-type: none"> • Presentation slides (PowerPoint or PDF) with speaking notes to be used by NACCHO at future webinars and/or conferences; OR present about your work through a NACCHO webinar or national conference.
<i>July 14, 2023</i>	Submit invoice #1 (January 6, 2023 – June 30, 2023) reimbursement materials
<i>July 2023</i>	Travel to NACCHO360 Annual Conference 2023, to be held in Denver, CO
<i>August 15, 2023</i>	Submit invoice #2 (July 1- July 31, 2023) reimbursement materials

Method of Payment

NACCHO will disburse payment to awardees upon receipt of deliverables per the payment schedule identified in the Scope of Work above. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO Support

NACCHO staff will serve as a resource to the selected LHDs to ensure adequate completion of required project activities and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO reports, data, and other resources necessary to complete the tasks above.
- Provide monthly opportunities for learning and peer-to-peer networking among awarded LHDs
- Provide direct technical assistance for completion of tasks, including periodic webinars and phone or e-mail consultations.
- Facilitate routine conference calls, webinars, and trainings for awardees.

PROPOSAL RESPONSE FORMAT

Applications for this project will be evaluated by NACCHO and scored based on the following criteria:

- Completed applications ([linked here](#))
- Completed budget narrative ([instructions here](#))
- Completed budget worksheet ([linked here](#))

A. Application

- Late applications will not be accepted.
- Incomplete applications will not be reviewed.
- Applications can be accessed [here](#).

NACCHO and CDC will use the following criteria to review application materials in each of the sections below:

- **Statement of Need (40 pts)**: The applicant will describe the need for funding of activities related to identifying, adapting to, or building resilience to the health impacts of climate change. Include a description of:
 - Existing or ongoing climate change and health activities;
 - Efforts on addressing health equity within the community; and
 - Challenges in completing or advancing these activities (e.g., staffing, training).
 - Preference will be given to projects that demonstrate there is no alternative source of funding available at this time for the proposed activities
- **Small or Rural Department (10 pts)**:
 - Small and rural health departments will be given preference in this application process (small LHD defined as: population served smaller than 50,000)
- **Experience (40 pts)**: The applicant will briefly describe current projects related to climate and health, for example:
 - Public education about the health effects of climate change;

- Partnerships with community-based organizations working in climate and health;
 - Performing Community Health Assessments or Community Health Improvement Assessments to identify local priorities;
 - Performing Health Impact Assessments to identify impacts on climate and health;
 - Using a Health in All Policies approach to climate and health; or
 - Public-facing adaptations such as cooling centers or communication campaigns.
- **Collaboration (10 pts):** Applicants demonstrating previous experience working with NACCHO will receive up to 10 additional points (i.e., based on the extent of prior engagement). Previous experience working with NACCHO is not an eligibility requirement.

B. Budget Justification and Narrative:

- Budget ([template provided](#)): Applicants must provide a detailed line-item budget that DOES NOT EXCEED \$20,000
- Budget narrative (Appendix B): Include a narrative cost justification for each line item and how the amounts were derived
- Unallowable expenses: Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFA 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. Please see Appendix C for a list of unallowable expenses.
- Participants are asked to budget for travel for at least one (1) staff member to present at NACCHO360 Annual conference to be held in July in Denver, CO. Recommended budget of \$1,400 per staff to attend the conference.

C. Letter of Support

- Organizations that are not considered LHDs must provide a letter of support from an LHD to be eligible for this opportunity

D. Additional Attachments: Please include and upload the following attachments with your application

- Complete the [Contract Cover Sheet](#)
- Complete the submit the [Vendor Information Form](#)
- Submit [W-9 Form](#)
- Complete and submit the [Completed Certification of Non-Debarment](#).
- Complete and submit the [FFATA data collection form](#).
 - NOTE for completing this form: **This grant opportunity is federally funded and the CFDA # is 93.421.**
- Provide proof of active registration with SAM.gov in accordance with active DUNS

- number. Upload in application (a screenshot can be uploaded).
- 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.
 - Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.

SELECTION PROCESS

Applications for this project will be evaluated by NACCHO and scored based on the following criteria. Responses provided from the project narrative section will be used to inform the criteria scores.

- Statement of need (40%)
- Small or rural department (10%)
- Experience (40%)
- Collaboration (10%)

The following will not be included in the scoring process but will be required for applications to be considered complete:

1. [Contract Cover Sheet](#)
2. Budget ([template here](#); [instructions here](#))
3. [Vendor Information Form](#)
4. [W-9](#)
5. [Certification of Non-Debarment](#)
6. [FFATA data collection form](#)
7. proof of SAM.gov registration
8. Back-up documentation to show approved Fringe and Indirect rates IF the exceed the 10% de minimis rate, OR, if no approved rates a letterhead explanation of Fringe and Indirect rates

SUBMISSION INSTRUCTIONS

Applications for this project must be submitted through NACCHO's application website [here](#).

Applicants should:

- Review the requirements and expectations outlined in this RFA.
- Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs 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.
- **All applications must be completed by the deadline of Monday, December 12, 2022 at 11:59PM PT.**
- The submitted application **must** include the following items to be deemed completed:
 - [Contract Cover Sheet](#)
 - Anticipated budget ([template provided](#)) and budget narrative (Appendix B).
 - [Vendor Information Form](#)
 - [W-9](#)
 - [Certification of Non-Debarment](#)
 - [FFATA data collection form](#)
 - Provide proof of active registration with SAM.gov in accordance with active DUNS number. Upload in application (a screenshot can be uploaded).

- 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.
- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.
- **Applications and all associated materials should be submitted through [NACCHO's application website](#) by 11:59PM PT on Monday, December 12, 2022.**
- All questions may be directed to ARoy@naccho.org

APPENDICES

- Appendix A: Standard Contract Template
- Appendix B: Budget Narrative Template
- Appendix C: List of Unallowable Costs
- Appendix D: NOA Funding Restriction

Appendix A – Subaward Agreement

NACCHO AWARD # 2022-____

SUBAWARD AGREEMENT

This Contractual 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 Subrecipient]* (hereinafter referred to as “Subrecipient”), with its principal place of business at *[insert mailing address of Subrecipient]*.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

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:** Subrecipient 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. Subrecipient 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 services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to \$ ##### *(enter amount to be reimbursed. You should also insert here the time schedule on which the Subrecipient will be paid.)* Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense.

Two invoices must be submitted as follows:

Invoice No.	Amount	Due date
Invoice I		
Invoice II		

NACCHO award number must be included on all invoices. 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 26* 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. Subrecipient 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: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient 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 Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

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 Subrecipient, 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 Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient 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, Subrecipient 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: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.

8. CONFIDENTIALITY: *It is expected that Subrecipient will have access to confidential information of NACCHO in the performance of services under this Agreement. Subrecipient agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NACCHO that could reasonably be considered confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Subrecipient may file information as required to federal, state or local governments, and disclose information to Subrecipient's or NACCHO's auditor for audit purposes. (THIS CLAUSE IS NOT NECESSARY UNLESS YOU ARE WORKING WITH CONFIDENTIAL INFORMATION.)*

9. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient 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). Subrecipient 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. Subrecipient understands and agrees that Subrecipient 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. Subrecipient 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.

10. 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 Subrecipient, 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 Subrecipient 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.

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

12. 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.

13. 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.

14. 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 laws provisions).

15. 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.

16. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.

17. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient'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 Subrecipient's responsibility to understand and comply with all requirements set forth therein.

18. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Subrecipient 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."

19. DEBARRED OR SUSPENDED SUBRECIPIENTS: 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.

20. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.

21. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient 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. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

22. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient 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.)

23. REPORTING REQUIREMENTS: If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.

24. 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."

25. 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.

26. 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 SUBRECIPIENT:

*(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:

SUBRECIPIENT:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:
DUNS No.: _____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS
SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Subrecipient agrees to: *(list specific services, activities, products for which the Subrecipient is responsible for producing under this Agreement. Each should be clearly stated. Be as specific as possible. This Attachment sets forth the entire obligation of Subrecipient and should not be vague or unclear. The more details the better. If there is any dispute or confusion about the Subrecipient's obligations, this is the document that will decide whether Subrecipient has fulfilled his or her obligations, so be precise.)*

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:
 1. Do you have prior experience in Federal Contracting?
 2. 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. 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.