

# NACCHO

National Association of County & City Health Officials

## **REQUEST FOR APPLICATIONS**

**Strengthening Disability Inclusion Efforts within Local Health Departments**

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

**October 6<sup>th</sup>, 2023**

## SUMMARY INFORMATION

**Project Title:** Strengthening Disability Inclusion Efforts in Local Health Departments

**Proposal Due Date and Time:** Friday, November 17<sup>th</sup>, 2023, 11:59PM PT

**Selection Announcement Date:** Week of November 27<sup>th</sup>, 2023

**Source of Funding:** Centers for Disease Control and Prevention

**NOA Award No.** #5NU38OT000306-05-05

**Maximum Funding Amount:** \$25,000 per award (Up to 2 awards available)

**Estimated Period of Performance:** Upon execution of the contract through July 31, 2024

**Point of Contact for Questions Regarding this Application:** Uyen Tran, [utran@naccho.org](mailto:utran@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 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 that adequate resources for LHDs and that appropriate public health legislation and policies are in place to address the myriad of public health challenges facing communities.

Across the life span, approximately 61 million or 1 in 4 people in the United States live with a disability. People with disabilities continue to experience inequities in health, well-being, and social participation. Compared to the general population, they report higher rates of obesity and smoking, lower rates of physical activity, and a significantly higher risk for chronic diseases, such as heart disease and diabetes. One way to address and mitigate these health inequities is through the inclusion of people with disabilities in public health programs, policies and services offered by local health departments (LHDs). LHDs can play a key role in supporting health equity among people with disabilities.

NACCHO, with support from the Centers for Disease Control and Prevention's (CDC's) Division of Human Development and Disability will provide funding for the Strengthening Disability Inclusion Efforts within Local Health Departments demonstration site project. The goal of this project is to enhance local capacity to meet the needs of people with disabilities within health department programs, policies, and services. Specifically, this project aims to strengthen LHD capacity in the following areas:

- Increasing LHD staff training opportunities to understand the needs of people with disabilities;
- Expanding collaboration between LHDs and disability organizations;
- Enhance health equity strategies by including disability perspectives;
- Increasing accessibility and accommodations policies and procedures within LHDs.

LHDs will be required to collaborate with at least one disability service organization to better understand the health needs of the disability community within their jurisdiction.

## ELIGIBILITY AND CONTRACT TERMS

### Eligibility

This funding opportunity is an open application to local health departments who are interested in addressing the needs of people with disabilities within their health department programs, policies, and services. The applicant should meet the following requirements:

- Applicants must also demonstrate involvement of local disability representatives. This should include partnership with at least one disability service organization that serves/advocates for people with disabilities (e.g., Centers for Independent Living, cross-disability, or disability-specific service organizations).
- Applicants will be asked to submit at least one letter of support to demonstrate partnership.

### 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.

NACCHO will pay each selected contractor payments in exchange for completion of the assigned scope of work and accepted deliverables. NACCHO will provide two payment schedules of up to \$12,500 each (up to \$25,000 total) upon receipt of completed deliverables.

## FUNDING OVERVIEW AND TIMELINE

NACCHO will issue awards in the form of fixed-price contracts to LHDs. LHDs that elect to complete the required activities may receive up to \$25,000; see [Appendix A](#) for additional details in the scope of work template). **Applications must be submitted by November 17<sup>th</sup>, 2023, at 11:59PM PT and selections will occur the week of November 27<sup>th</sup>, 2023.** The project period will begin December 2023 and will end July 31, 2024. All necessary information regarding the project and application process is outlined in this Request for Applications (RFA).

NACCHO will host an optional informational webinar for potential applicants on October 30<sup>th</sup>, 2023 at 1:00PM ET (12:00PM CT, 11:00AM MT, 10:00AM PT) to review the RFA and respond to questions. Register for the webinar by clicking [here](#). Please note that no new information will be shared during the webinar and applicants do not need to wait for the optional webinar to begin or submit applications. The webinar will be recorded, and the recording posted on the RFA announcement page on NACCHO's website when available. Please e-mail any questions to [utran@naccho.org](mailto:utran@naccho.org)

**SCHEDULE OF EVENTS**

Please note the following deadlines and events for this application:

Event	Date/Time
RFA Informational Webinar	October 30 <sup>th</sup>
Submission Deadline	November 17 <sup>th</sup> , 2023
Award Notification Date	Week of November 27 <sup>th</sup> , 2023
Anticipated Contract Start Date	Approximately December 2023
Anticipated Contract End Date	July 31, 2024

**PROJECT GOALS & TECHNICAL REQUIREMENTS**

The Strengthening Disability Inclusion Efforts in Local Health Departments demonstration site project seeks to enhance capacity for LHDs to meet the needs of people with disabilities within health department programs, policies, and services. Required project activities are listed below. 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 contractor agreement ([Appendix A](#)).

Selected LHDs will be required to:

- Complete required trainings, including NACCHO’s [Health and Disability 101](#) and [Leveraging Partnerships with Disability Organizations](#)
- Participate in project kick-off, project progress peer-sharing session and closeout calls with grantees and NACCHO;
- Develop an action plan that will provide goals, objectives, and activities to advance disability inclusion within the LHD jurisdiction;
- Establish and maintain partnerships across public health and organizations that serve people with disabilities to address the health needs of disability communities;
- Participate in one-on-one capacity building technical assistance calls with NACCHO staff to review progress of action plan and share lessons learned and practices;
- Complete a final report detailing successes, challenges, and lessons learned; and
- Participate in evaluation-related activities to track and measure progress towards expressed outcomes

## Scope of Work

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

Invoice	Project Activities	Deliverables	Amount of Total Award
<b>Invoice #1</b>  December 2023 – March 29 <sup>th</sup> , 2024  <b>Invoice Total = \$12,500</b>	Participate in a kick-off call with NACCHO in December 2023	Attendance list recorded by NACCHO	\$3,125
	Complete required trainings, including NACCHO’s Health and Disability 101 and Leveraging Partnerships with Disability Organizations online training	Attendance list recorded by NACCHO	\$3,125
	Participate in first (total of 2) one-on-one technical assistance call led by NACCHO to discuss action plan development	Attendance list recorded by NACCHO	\$3,125
	Develop an action plan that will provide goals, objectives, and activities to advance disability inclusion within the LHD jurisdiction	Developed action plan	\$3,125
<b>Invoice #2</b>  April 1, 2024 July 31, 2024  <b>Invoice Total = \$12,500</b>	Participate in peer-sharing call to collaborate and share progress on action plan activities	Attendance list recorded by NACCHO	\$2,500
	Participate in second (total of 2) one-on-one technical assistance calls led by NACCHO to discuss action plan progress	Attendance list recorded by NACCHO	\$2,500
	Participation in wrap-up meeting with NACCHO and grantees to share lessons learned by end of the project period.	Attendance list recorded by NACCHO	\$2,500

	Create at least one communications product to share lessons learned and best practices	Submitted communication product	\$2,500
	Submission of final evaluation report to articulate challenges, lessons learned, successes, and sustainability efforts requested by NACCHO	Submitted end of project report	\$2,500

### 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:

- Jurisdictional need
- Capacity to implement the project
- Willingness and capacity to establish and leverage partnerships

Applications should include:

**A. Local Jurisdiction Information (does not count toward page limit):**

- Applicant organization name, address, city, and state
- Size of jurisdiction served (i.e., less than 50,000; 50,000 to 499,999; or 500,000 or more people)
- Characteristic of jurisdiction (i.e., rural, urban, suburban, mixed)
- County(ies)/jurisdiction(s) served by the LHD
- County(ies)/jurisdiction(s) that will be served by this project
- Name, phone number, and email for primary and secondary points of contact for the project

**B. Project Narrative (two-page limit):**

- **Jurisdictional Need:** Provide a statement of need describing why your organization wants to pursue this project and the vision for how the opportunity will advance disability inclusion

within your health department programs, policies, and services.

Responses should include the following demographic characteristics of the jurisdiction:

- Disability prevalence
  - Race and ethnicity
  - Poverty rate
- **Implementation Capacity:** Describe your organization's capacity to implement this project. This should include, but is not limited to:
    - Description of organizational structure (particularly related to roles, responsibilities, and accountability for the project);
    - An overview of the current 'baseline' for supporting disability inclusion activities, such as previous training received, work already undertaken, known training/knowledge gaps, or perceived barriers to implementation; and
    - Considerations for sustainability, such as how this project will align with other funding streams; how it builds upon past work and supports future goals; and how enhanced LHD capability or new partnerships might be supported or leveraged beyond the funding period.
  - **Willingness and capacity to establish and leverage partnerships.**
    - Description of your local health department's past and/or current partnerships with organizations that serve people with disabilities in your jurisdiction.
    - Highlight how such organizations can provide the perspective of the needs of community members with disabilities to advance disability inclusion within health department activities.

C. **Budget Justification and Narrative (one page or less):**

- Budget ([template provided](#)) Note: this will appear in your browser's downloads. The budget will not be included in the scoring criteria but is required for complete application submissions. Applicants must provide a detailed line-item budget equaling \$25,000.
- 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 more than the current Federal Executive Schedule Level II salary cap. Please see [Appendix C](#) for a list of unallowable expenses.

D. **Letter of Support**

- Submit at least one letter of support from a disability partner organization.

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

- Complete and submit the [Vendor Information Form](#)
- Complete and submit the [Completed Certification of Non-Debarment](#).
- Submit [W-9 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.

## SELECTION PROCESS

Applications for the NACCHO Strengthening Disability Inclusion Efforts in Local Health Departments demonstration site project will be evaluate by NACCHO and scored based on the following criteria. Responses provided from the project narrative section will be used to inform the criteria scores. The budget will not be included in the scoring criteria but is required for your application to be considered complete.

- Jurisdictional need (30%)
- Capacity to implement the project (40%)
- Willingness and capacity to establish and leverage partnerships (30%)

In addition, reviewers will consider geographic distribution and jurisdictional characteristics (e.g., population size served) to ensure diversity in demonstration sites selected.

## SUBMISSION INSTRUCTIONS

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.
- In one email, send a completed application to Uyen Tran, [utran@naccho.org](mailto:utran@naccho.org) by 11:59PM PT on November 17<sup>th</sup>, 2023. Submissions after this deadline will not be considered. Please use the subject line **“Disability Inclusion RFA\_LHD Name.”**

The submitted application should use single-spaced, Times New Roman, 12-point font, with standard margins and must include the following items to be deemed completed:

- Local jurisdiction information ([listed above](#))
- Project narrative that addresses the three domains described above: need, implementation capacity, and partnerships.
- Anticipated budget ([template provided](#)) and budget narrative ([Appendix B](#)).
- [Vendor Information Form, W-9, Certification of Non-Debarment](#)
- 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.
- NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. If you do not receive confirmation of receipt of application within 2 business days, please call 202-507-4327. All applicants will be notified of their status the week of **November 27<sup>th</sup>, 2023**. All questions may be directed to Uyen Tran [utran@naccho.org](mailto:utran@naccho.org)

**Appendix A – Contract Template**

NACCHO CONTRACT # 2022- \_\_\_\_\_

**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**

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 {Date} and shall continue in effect until **July 31, 2023** 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.

4. 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. **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: \_\_\_\_\_  
 [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  
 Lead Contracts Administrator  
 1201 (I) Eye Street NW 4th Fl.,  
 Washington, DC 20005  
 Tel. (202) 507-4272  
 Fax (202) 783-1583  
 Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

**NACCHO:**

By: \_\_\_\_\_

Name: Jerome Chester

Title: Chief Financial Officer

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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 (FAR 31.205-27) – 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.

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 or 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](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.
- 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.
- 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.