

**REQUEST FOR PROPOSALS (RFP)**  
**Course Content Development for the**  
**Roots of Health Inequity Online Course Redesign**  
**Due by 11:59 PM EST Friday, October 14, 2022**

## Summary Information

**Project Title:** The [Roots of Health Inequity Online Course](#) 2.0 Revision  
**Release Date:** Monday, September 19<sup>th</sup>, 2022  
**Proposal Due Date and Time:** By Friday, October 14<sup>th</sup>, 2022, at 11:59 PM EST  
**Selection Announcement Date:** On or around Monday, October 24<sup>th</sup>  
**Source of Funding:** Centers for Disease Control and Prevention  
**Maximum Funding Amount:** \$60,000 per unit  
**Estimated Period of Performance:** November 1<sup>st</sup>, 2022 – April 3<sup>rd</sup>, 2023  
**Point of Contact for Questions Regarding this Application:** Brianna Aldridge at [baldrige@naccho.org](mailto:baldrige@naccho.org)

## Background

### Brief Description of NACCHO

*NACCHO is the voice of the approximately 2,800 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.*

With support from the Centers for Disease Control and Prevention (CDC), the National Association of County and City Health Officials (NACCHO) has embarked on a multi-phased project to redesign our signature [Roots of Health Inequity Online Course](#). As we enter Phase II of our redesign process, we are seeking up to three (3) consultants/subject matter experts to develop content for new course units. The revision of the course is being led by NACCHO's Health Equity and Social Justice (HESJ) team with input from other subject matter experts (SMEs), including Expert Advisory Group members, and will be complete by the end of 2023. The revised course is slated to launch in early January 2024.

*Funding for this initiative is supported by the Centers for Disease Control and Prevention (CDC) under award 6 NU38OT000306-04-02 entitled National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities*

## Project Overview, Objectives, Unit Development Criteria and Deliverables

### Overview and Objectives

The [Roots of Health Inequity Online Course](#) is an educational website and collaborative learning course for current and future public health professionals and their partners. The course was originally published in 2011 with five (5) units with subsequent editing in 2018 which resulted in the addition of a sixth unit on Narrative. The goal of this project is to support the development of a revised Roots of Health Inequity course through the development of new and updated units. In an effort to ensure a clear and comprehensive vision for advancing health equity, the NACCHO team engaged a number of experts in the field to conduct an initial assessment of the course's content during Phase I of our redesign. Entering Phase II, we are engaging multiple consultants for a collaborative and iterative process to develop content that can advance the course's overall learning objectives:

- Identify methods and strategies for transforming public health practice and internal organizational culture toward the elimination of health inequity in the distribution of disease by acting more directly on the root causes.
- Recognize internal and external barriers public health practitioners face in acting on root causes instead of merely mitigating the consequences of health inequity.
- Explain and define root causes of health inequities and their relevance and relationship to public health practice.

### Unit Development Criteria

Listed below are the three (3) units NACCHO is looking to develop through this RFP. Consultants should demonstrate experience developing course content and curricula in the content area for which they are applying with a health equity and/or social justice lens. (See Unit options below.) Additionally, consultants' subject matter expertise should include an understanding of how their chosen unit relates to other root cause systems and be familiar with intersectionality as a framework. Prior expertise and examples should demonstrate effectiveness in conveying complex topics around root cause systems to a public health audience and guidance in operationalizing this knowledge into action to advance health equity across populations. Experience developing and/or translating content to partners outside of the public health field is a plus.

#### **Unit IV: White Supremacy and Structural Racism (tentative title)**

Summary: This unit will provide a deep dive into white supremacy and structural racism and their role in perpetuating health inequities across racialized groups in the United States.

#### Objectives

- Explore the roots of structural racism in colonial and settler colonialism, European imperialism and white supremacist culture in the United States
- Explain the embedded nature of white supremacy in every institution throughout the culture, independent of individual discrimination and bias

- Develop strategies to act on the root causes of health inequity, beyond mitigation
- Recognize the meaning of a racialized society and the mechanisms of its production
- Examine the role of the carceral state in reinforcing the process of racialization and its role in perpetuating health inequities
- Examine the ties between racialization and other root cause systems

### **Unit V: Class & Capitalism**

Summary: This unit will examine class and capitalism and their role in creating well-resourced networks of organized interests. It further explores how these networks then determine the concentration and inequitable distribution of resources that generate health inequities.

#### Objectives

- Explain how the political economy of class relations, specific structures of socially organized class power, and the goals of capital accumulation for endless growth in the capitalist system contribute to the production of health inequity
- Recognize how the mechanisms and organization of class structure and class are about the power to direct society's values and resources, producing exploitation and oppression, not merely the description of the status or social position of individuals
- Explore how capitalism depends on inequality and exploitation
- Examine the slow, delayed violence of environmental racism and health inequity
- Examine the ties between class, capitalism and other root cause systems

### **Unit VI: The Gender Binary and Heteronormativity (tentative title)**

Summary: This unit will interrogate dominant understandings of gender and sexuality as upheld through the power structures of patriarchy and heteronormativity. It will further discuss how these conditions interact with other root cause systems to impact gendered groups and normalize heterosexuality in the United States.

#### Objectives

- Explain the subtle and explicit ways that violence is experienced by transwomen, transmen, ciswomen, cismen, genderqueer, and LGBTQIA+ groups with respect to the gender binary and heteronormativity
- Examine the roots of the gender binary and how it creates hierarchies of oppression for genders that do not adhere to it
- Explore the ties between patriarchy and heterosexism as root causes in the perpetuation of reproductive injustice across all groups
- Examine the ties between cissexism, sexism and heterosexism and other root cause systems

### **Scope of Work / Deliverables**

In order to accomplish these objectives and revise the course, consultants will be expected to undertake the following tasks:

1. **Orientation to the Roots of Online Health Inequity Course** (due November 30, 2022): obtain familiarity with the course and envisioned direction of assigned unit(s) by:
  - a. Attending kick-off call with NACCHO and other consultants to orient all parties to the revision process and technological tools being used
  - b. Reviewing assigned unit and/or relevant chapters of the Roots course as well as provided course objectives outline
  - c. Review feedback on assigned unit and/or chapters provided by the EAG during Phase I to inform development of new and/or revised content
2. **Attend regular meetings with NACCHO** (and, as appropriate, other consultants) to check-in and discuss ongoing progress with project deliverables; present new content for assigned unit(s); receive feedback from NACCHO and other SMEs on assigned content; and provide SME on content developed by other consultants, as needed, to ensure consistency across the course (Ongoing).
3. **Develop new content** for assigned unit(s), using SME, feedback collected from the EAG during Phase I and other identified resources. Content shall be presented in drafts for assigned unit(s) as follows:
  - a. Outline (Due: November 30, 2022)
  - b. 1<sup>st</sup> Draft of Unit
    - i. Unit IV: Due January 26, 2023
    - ii. Unit V: Due January 13, 2023
    - iii. Unit VI: Due January 26, 2023
  - c. 2<sup>nd</sup> Draft of Unit
    - i. Unit IV: Due March 3, 2023
    - ii. Unit V: Due February 3, 2023
    - iii. Unit VI: Due March 3, 2023
  - d. Final Draft of Unit
    - i. Unit IV: Due March 31, 2023
    - ii. Unit V: Due February 27, 2023
    - iii. Unit VI: Due March 31, 2023
4. **Participate in Expert Advisory Group (EAG) meetings upon request** to present and collect feedback from EAG members on newly developed unit drafts (Ongoing)

All course revisions funded under this RFP are projected to be completed by March 31, 2023.

## Contract Terms and Available Funding

### Contract Terms\*

Each selected consultant will enter into a contract with NACCHO to complete the deliverable(s) specified in this funding announcement's Scope of Work (see above). All deliverables under this contract will be "works for hire" and will be the property of NACCHO and CDC. The deliverables will not infringe or otherwise violate any patents, copyrights, trade secrets, licenses, or other rights of any third party.

Due to the relatively short timeframe of the project, agreement to contract with NACCHO under its [standard contract terms and conditions](#) is a requirement. No modifications to the terms or contract language will be made. Contractors that cannot agree to NACCHO's contract language should not apply for this initiative. As part of the application, the contractor will be asked to verify that they have read NACCHO's standard contract language (located within the appendix) and have provided a copy to the individual with signing authority at their organization for advanced consideration. Bidders should review all terms and conditions to determine whether they are appropriate for submitting a proposal.

\*For applicants in Florida or Texas, NACCHO has specific contract language to fit state requirements. Please contact Brianna Aldridge ([baldridge@naccho.org](mailto:baldridge@naccho.org)) for a copy of your standard contract terms.

### **Available Funding**

NACCHO will issue up to three (3) award(s) for the development of the new units described above, providing up to \$60,000 per unit, totaling up to \$180,000 possible (up to \$60,000 for 1 unit, \$120,00 for 2 units, and \$180,000 for developing all three units). Applicants are to specify which unit(s) for which they are applying and provide a budget detailing costs for the total amount applied for (Application Requirements: Line-item Budget and Narrative). Payment will be remitted in two (2) to three (3) installment(s), depending upon the timeline of each unit's development and finalization (see timeline below for details) upon submission and satisfactory completion of contracted deliverables.

## Application Requirements

**Step 1.** Review the requirements and expectations outlined in this RFP.

**Step 2.** Submit a proposal, as a single PDF file, to Brianna Aldridge ([baldridge@naccho.org](mailto:baldridge@naccho.org)). No applications will be accepted by mail or fax. Applications received after the deadline will not be considered for funding. Applications are due by Friday, October 14<sup>th</sup>, 2022, at 11:59 PM EST.

**Step 3.** Include, in the proposal, the following information:

- A. **Applicant information/Cover page** (not included in page count)
  1. Organization Name, Street Address, City/State/Territory, Zip
  2. Lead project contact (designated project contact for all matters pertaining to the project): Name, email, phone
  3. Lead finance contact (designated finance contact for all matters pertaining to processing contracts and invoices): Name, email, phone
- B. **Project narrative** (not to exceed 5 pages) that includes:
  1. A description of the methodology proposed to meet each of the deliverables listed above.
  2. A capability statement that demonstrates the consultant/organization's experience and ability to deliver subject matter expertise and content in the identified content areas.

3. A description of any other consultants/firms that will be engaged on this project and their relevant expertise and experience.
4. Travel cost (if applicable) for any project meetings held in-person.
5. The name(s) of the primary staff and other significant contributors, including qualifications and role. (Resume/CV for each not included in page count)
- C. **Line-item budget and narrative**, not to exceed \$60,000 for 1 unit, \$120,000 for 2 units, or \$180,000 for all three units (not included in page count):
  1. Budget proposal and accompanying budget narrative that explains each line-item, including the cost breakdown and justification as to how it will support project goals and objectives. A budget and narrative template can be found in section F Attachments.
    - i. Respond to the following two questions at the end of the budget narrative:
      1. Do you have prior experience in Federal Contracting?
      2. Have you completed a Single Audit?
    - ii. Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses; food and beverages; or incentives are also unallowed
- D. **References and/or links to examples of work** (not included in page count)
- E. **Attachments** (not included in page count)
  1. Required: Complete and submit a [Budget Template](#) and [Budget Narrative](#).
  2. Required: Complete and submit the [Vendor Information Form](#).
  3. Required: Complete and submit the [Certification of Non-Debarment](#).
  4. Required: Signed [W-9](#) dated within the past year.
  5. Required: Complete and submit the [FFATA data collection form](#) (This form will be required for all contracts over \$25,000, but if you are not able to complete the form in time for the application deadline, this form can be submitted up to three weeks after the application deadline).
  6. Required: Proof of active DUNS number and active registration with SAM.gov

## Key Dates

Event	Date
Release of RFP	September 19, 2022
Application closes	October 14, 2022, 11:59 PM EST
Anticipated notice of award (NOA)	Week of October 24, 2022
Kick-Off Call	November 1, 2022
Content Delivery	November 1, 2022 – March 31, 2023
End of Project Period	March 31, 2023

## Selection Process

Each application will be reviewed and rated on the following information:

- **Understanding Project Purpose and Goals:** Applicant has a clear understanding of the project goals and deliverables.
- **Experience of Organization/Consultant:** Applicant and key staff have clearly demonstrated (in detail and documentation) their (and their team's) experience with content development with educational purposes and their expertise in health equity, social justice and/or other related areas.
- **Budget:** The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables.

**Applicants will be notified the week of October 24<sup>th</sup>, 2022.**

Please note that submission of a proposal to this funding opportunity is a statement of acceptance of NACCHO's standard contract language (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

## Funding and Disclaimer Notice

This project is supported by a grant from the Centers for Disease Control and Prevention. The Centers for Disease Control and Prevention (CDC) does not endorse any particular product, service, or enterprise. Views expressed in related products do not necessarily reflect those of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention.

This RFP is not binding on NACCHO, nor does it constitute a contractual offer. Without limiting the foregoing, NACCHO reserves the right, in its sole discretion, to reject any or all proposals; to modify, supplement, or cancel the RFP; to waive any deviation from the RFP; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFP. Under no circumstances shall NACCHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.

For any questions on any of the above, please contact Brianna Aldridge at [baldrige@naccho.org](mailto:baldrige@naccho.org).

## Appendix A. [NACCHO Standard Contract](#)

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

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.

<p>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</p>	<p>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: <a href="mailto:ahutapea@naccho.org">ahutapea@naccho.org</a></p>
<p>FOR CONTRACTOR:</p>	

# NACCHO

National Association of County & City Health Officials

The National Connection for Local Public Health

<p><i>(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)</i></p>	
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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.: \_\_\_\_\_

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**

## **CONTRACTOR AGREEMENT – ATTACHMENT I**

### SCOPE OF WORK

#### Appendix B. Funding Restrictions

##### **Funding Restrictions**

Restrictions, which must be taken into account while writing the budget, are as follows: In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGO's that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the sources of fund, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (<https://www.cdc.gov/grants/additional-requirements/ar-35.html>).

- Recipient may not use funds for research
- Recipients may not use funds for clinical care
- Recipients may only expend funds for reasonable program purpose including personnel, travel, supplies, and services, such as contractual.
- Recipients may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying our project objectives and not merely serve as a conduit for an award to another party or provide who is ineligible.

Other than for normal and recognized executive-legislative relationships no funds may be used for: publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.

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

Requests to use awarded funding to purchase general equipment (excluding vehicles) on behalf of Jurisdiction Health departments or other beneficiary organizations outlined and approved in the associated Work Plan may be considered. Such spending must be identified and itemized, in the budget

narrative, explained and justified in the narrative and is subject to review and approval by the Grants Management Official. Costs for purchase of general equipment (excluding vehicles) without approval by the Grants Management Official may be disallowed. Costs for purchase of general vehicles are not allowed.

Requests to use awarded funding to purchase specialized equipment (including specialized vehicles) on behalf of Jurisdictional Health Departments or other beneficiary organizations outlined and approved in the associated narrative may be considered. Such spending must be identified and itemized in the budget narrative, explained and justified in the Work Plan and is subject to review and approval by the Grants Management Official. Costs for purchase of specialized equipment (including specialized vehicles) without approval by the Grants Management Officials may be disallowed.

The recipient can obtain guidance for completing a detailed justified budget on the CDC website at the following Internet address: <https://www.cdc.gov/hiv/pdf/funding/announcements/ps15-1509/ps15-1509-budget-preparation-guidelines.pdf>.

Please see CDC terms for non-research activities under the contract eligibility on the attached document: <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>.

For further guidance on the salary cap information <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2021/EX.pdf> in the budget guidelines.

### **Unallowed Expenses**

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (currently \$199,300).