

NACCHO

National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

**Local Health Department Healthcare-Associated Infections
and Antibiotic Resistance Project**

National Association of County and City Health Officials (NACCHO)

Released November 9, 2020

Deadline for applications January 6, 2021 at 11:59 PM EST

OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 3,000 local health departments (LHDs) across the country. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO provides capacity-building resources that support LHD leaders in developing and implementing public health policies and practices to ensure communities have access to the vital programs and services that protect them from disease and disaster. Additionally, NACCHO engages with federal policymakers on behalf of LHDs to ensure adequate resources, appropriate public health legislation, and sensible policies are in place to address the myriad of public health challenges facing communities.

Healthcare-associated infections (HAIs) are among the leading causes of preventable deaths in the United States. The Centers for Disease Control and Prevention (CDC) estimates that [one in 31 hospital patients](#) was infected with at least one HAI and in 2015, the last year for which data are available, and this resulted in 72,000 deaths attributed to HAIs. Antibiotic resistance (AR) is a major public health threat which compounds the challenge of HAIs. Antibiotic-resistant infections cause [over 35,000 deaths each year](#) and nine of the top 18 infections considered to be the highest AR threats are often associated with healthcare settings. The coronavirus disease 2019 (COVID-19) has heightened public awareness of the importance of public health practices in various healthcare settings and illuminated the ripple effects that gaps in infectious disease prevention and control can have in healthcare facilities and communities.

LHDs serve as chief community health strategists and are uniquely positioned to facilitate a coordinated approach across healthcare settings. NACCHO recognizes the growing local health department role in HAI prevention and response and that addressing the burden of HAI and AR will require improvements in infection control expertise, infrastructure, and practice. LHDs protect their communities by collecting and analyzing data to identify outbreaks, investigating reportable diseases, coordinating communication among facilities, and containing the further spread of infections in community and healthcare settings. Leveraging lessons learned to strengthen prevention efforts and improving infection control and response infrastructure and capacity are imperative to help local communities better prevent infections across healthcare and community settings.

To this end, NACCHO, with support from CDC, is pleased to offer funding for a local health department HAI/AR demonstration site project. The goal of this project is to support local health department capacity for HAI prevention and response; advance local health department engagement in AR initiatives and activities; enhance coordination with the state health department HAI/AR program; and develop and identify resources, lessons learned, and best practices for other LHDs.

NACCHO will issue awards up to \$25,000 each to 5 LHD demonstration sites for a project period of January 2021 to July 31, 2021. Applications must be submitted by January 6, 2021 at 11:59 PM

EST and selections will occur on or around January 19, 2021. All necessary information regarding the project and application process is outlined in this Request for Applications (RFA). A regularly updated FAQ document will be posted to [this webpage](#). Please e-mail any questions to infectiousdiseases@naccho.org.

KEY DATES

Event	Date
Release of HAI/AR demonstration site project RFA	November 9, 2020
Application period closes	January 6, 2021
Anticipated notice of award	January 19, 2021
Project period starts	January 2021
Project period ends	July 31, 2021

ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to LHDs with an interest in advancing their capacity to prevent and control HAIs and engage in AR initiatives. Agreement with NACCHO’s standard contract terms and conditions is a requirement. **No modifications to the terms or contract language will be made. Applicants that cannot agree to NACCHO’s contract language should not apply for this initiative.** Read the standard contract language ([Appendix A](#)) for more information. In addition, selected sites should be able to return a signed contract to NACCHO within 30 calendar days of receiving it (estimated February 2021).

Note: NACCHO has a specific contract template as approved by the State’s General Counsel for applicants from the states of Florida and Texas. Please email infectiousdiseases@naccho.org for a copy should you need it.

Selected applicants will enter into a contract with NACCHO to complete the deliverables specified in the application. NACCHO will issue awards in the form of cost reimbursement and pay each awarded applicant for the allowable costs incurred by the applicants in the process of doing the work up to an agreed upon maximum. NACCHO will provide a payment schedule in accordance with the assigned completion percentage (estimated 3 payments). NACCHO will pay the selected applicant based on a quarterly invoice schedule (Quarter 1: January – March 2021), (Quarter 2: April – June 2021), (Quarter 3: July 2021). Details on invoicing requirements, will be shared upon selection and during kick-off meeting with NACCHO. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

PROJECT GOALS

NACCHO’s HAI/AR demonstration site project seeks support local health department capacity for HAI prevention and response; advance local health department engagement in AR initiatives and

activities; enhance coordination with the state health department HAI/AR program; and develop and identify resources, lessons learned, and best practices for other LHDs.

NACCHO will issue awards for LHD demonstration sites proposing programs, initiatives, or activities that address one or more of the following focus areas:

- **Containment** of novel or emerging multi-drug resistant organisms (MDROs)
 - This can include exploring how prior regional containment activities have impacted IPC practices during COVID-19 and/or how emerging MDROs have changed due to COVID-19
- Strengthening coordination and collaboration with healthcare facilities and other local or regional partners to prevent and control HAIs, including but not limited to COVID-19
- LHD and healthcare facility engagement in AR prevention and antibiotic stewardship initiatives

While the above list indicates specific areas of interest for NACCHO and its partners, NACCHO welcomes and will consider applications proposing other programs, initiatives, or activities that strengthen local public health capacity, expertise, and partnerships for prevention and control of HAIs and AR.

In addition to these focus areas, all demonstration sites will be expected to:

- Participate in monthly calls with NACCHO to monitor progress, facilitate peer-exchange, and receive technical assistance. Technical assistance may include facilitating connections between demonstration sites and partners (e.g., state health departments, healthcare facilities, federal agencies, other national organizations), identifying subject matter experts, making available training opportunities to LHD staff, and/or providing activity planning and implementation support;
- Partner with NACCHO to develop new and improve existing resources for LHDs on HAI and AR prevention and control. Activities may include sharing with NACCHO resources identified or developed during the project and providing input on NACCHO-developed resources;
- Communicate and coordinate activities with the state health department HAI/AR program; and
- Submit an end-of-project report.

APPLICATION INSTRUCTIONS

Applications for the HAI/AR demonstration site project should use single-spaced, Times New Roman, 12-point font, with 1" margins. Applicants should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract ([Appendix A](#)) and provide a copy to the individual with signing authority for the 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.

3. The submitted application must include the following items to be deemed completed:
 - A cover page that contains the information outlined in the Proposal Content section below.
 - Narrative (meeting the length requirements below) that addresses the domains described below.
 - Anticipated budget ([template provided](#)) and budget narrative.
4. The following forms are required for the contract and are preferred to be submitted with the application, but will be required within one week of notice of award:
 - Completed [Vendor Information Form](#), [W-9](#), [Certification of Non-Debarment](#), [Certification Regarding Lobbying with Federally Appropriated Funds](#), [Certification regarding Non-Applicability of Audit Requirement](#) (as applicable), and the [NACCHO Risk Assessment Policy](#) (templates provided).
 - [FFATA data collection form](#) for budgets of \$25,000 (not required for less than \$25,000). NOTE for completing this form: This grant opportunity is federally funded and the CFDA # is 93.421. *(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.)*
5. Applications should be emailed to infectiousdiseases@naccho.org in one e-mail by 11:59PM EST on January 6, 2021. Submissions after this deadline will not be considered. Please use the subject line "HAI/AR RFA."
6. 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 within 2 business days, please call 202-507-4204. All applicants will be notified of their status on or around January 19, 2021. All questions may be directed to infectiousdiseases@naccho.org.

PROPOSAL CONTENT

Applications for the NACCHO HAI/AR demonstration site project will be evaluated by NACCHO and CDC and scored based on the following criteria:

- **Approach and activities (50 points)**
 - Addresses need- related to burden, implications for health equity/addressing disparities, and/or gaps identified by local health department and potential impact of work; explores opportunities to use data for action or a data-driven approach
 - Outlines approach that builds on existing or previous work, is achievable in the time frame, and directly addresses the goals of the project
- **LHD Capacity to implement the approach (15 points)**
 - Includes evidence of commitment to the work, including existing LHD engagement on HAI/AR activities
 - Clearly demonstrates staff capacity to implement listed activities (i.e. describes

estimated amount of staff time and staff positions that will support this project)

- **Collaborations (10 points)**
 - Describes existing relationship with state health department HAI/AR program including opportunities or challenges to building this relationship
 - Identifies partners who will be engaged through the project including existing relationships with healthcare facilities and relevant state and local organizations
 - If a need for and capacity to develop such relationships is identified, activities in the work plan include steps to build relationships
- **Evaluation and performance measures (10 points)**
 - Goals for the project are identified and include clear outputs and/or outcomes and how they will be measured.
 - Outputs and/or outcomes align with work plan.
- **Work plan and budget justification (15 points)**
 - Detailed work plan outlines steps for accomplishing activities and clearly speaks to advancing local health department capacity to prevent and control HAIs (including but not limited to COVID-19) and AR infections
 - Workplan is realistic and achievable in project timeframe and includes required activities listed on PAGE 4 of this RFA.
 - Budget and budget narrative align with work plan and, when appropriate, applicants demonstrate ability to expedite contracting, hiring, and procurement processes in order to implement activities

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

Applications should include:

A. Cover Page: that includes:

- Applicant organization name, address, city, and state
- Size of jurisdiction served (less than 50,000; 50,000 to 499,999; or 500,000 or more people)
- Characteristic of jurisdiction: rural, urban, suburban, mixed (if mixed, indicate which)
- Name, phone number, and email for primary point of contact for the application

B. Project Narrative (2 pages or less) that includes:

- A statement of need and organizational overview including capacity to implement the project;
- A description of the proposed program, initiative, or activity; the process used to develop it; and how it will advance local health department capacity to prevent and control HAIs (including but not limited to COVID-19) and AR infections; and
- An overview of partners who will be engaged through the project including existing relationships with relevant state HAI/AR programs and local organizations or the need for and capacity to develop such relationships.

- C. **Work Plan (one page)** for the project, including specific activities, deliverables, and a timeline.
- D. **Evaluation (one page or less)** for the project, including what characterizes success and how it will be measured.
- E. **Budget (using template) and Budget Justification (one page or less)**
- Refer to the [budget template and instructions](#) (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.
 - Include a budget narrative to explain 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. (NOTE: If fringe and indirect costs are included in the budget, documentation of an approved indirect and fringe rate will be required prior to contract execution. If you do not have an approved rate, a signed statement that captures the breakdown of the proposed rate(s) (i.e., breakdown of burden rate, 10% de minimis indirect cost rate, etc.) must be provided.)
 - 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.
 - Respond to the following two questions at the end of the budget narrative (does not count towards the page limit):
 - Do you have a prior experience in Federal Contracting?
 - Have you completed a Single Audit?
- F. **Attachments**
- Optional: Letters of support, partnership agreements
 - Preferred with application, required within one week of notice of award: Complete and submit the [Vendor Information Form](#)
 - Preferred with application, required within one week of notice of award: Complete and submit the [Certification of Non-Debarment](#)
 - Preferred with application, required within one week of notice of award: Submit a [W-9](#)
 - Preferred with application, required within one week of notice of award: Complete and submit the [Certification Regarding Lobbying with Federally Appropriated Funds](#)

- Preferred with application, required within one week of notice of award: Complete and submit the [Certification regarding Non-Applicability of Audit Requirement](#) (as applicable)
- Preferred with application, required within one week of notice of award: Complete and submit the [NACCHO Risk Assessment Policy](#)
- Preferred with application, required within one week of notice of award for budgets of \$25,000: 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. *(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.)*

Questions can be directed to infectiousdiseases@naccho.org.

APPENDICES

Appendix A

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 2 CFR 200 Subpart C, Subrecipient 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."

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
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 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

List of unallowable costs:

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:

- 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 propectuses, 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.
- Donations/Contributions (FAR 31.205-8)
- 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.
- Contingencies (FAR 31.205-7)
- Bad Debts (FAR 31.205-3)
- 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.
- Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
- 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.
- 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 re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
- Alcohol – Alcohol is expressly unallowable under all circumstances.
- Food-- Direct charges for meals/food and beverages are unallowable
- Promotion – this cost is unallowable if the primary purpose is to promote a company's image or products or service.
- Personal Use – Personal use of anything as compared to business purpose is unallowable.
- Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.
- 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.
- 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. In any case please contact me regarding the circumstances that these costs are allowable or not. Claims against the government and Defense of certain fraud proceedings are unallowable.
- Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration. There are many rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.

- The second one is Circumstantial Unallowable Costs. These costs are either allowable or unallowable depending on the special and unique circumstances that embody numerous exceptions and special rules. The majority of cost items addressed by FAR 31.2 fall into this category. The rules and exceptions are too voluminous to include here. Please contact NACCHO with specific questions about what is allowable.