

REQUEST FOR PROPOSALS (RFP)
Instructional Designer for Health Equity and Social Justice Micro-Learnings
Due by 11:59 PM EST Wednesday, July 26, 2023

Summary Information

Project Title	National Association of County and City Health Officials Health Equity and Social Justice Micro-Learnings
Release Date	Wednesday, July 5, 2023
Proposal Due Date and Time	Wednesday, July 26, 2023, at 11:59 PM EST
Selection Announcement Date	Friday, August 11, 2023
Source of Funding	Centers for Disease Control and Prevention
NOA Award No.	6 NU38OT000306-04-02
Maximum Funding Amount	\$150,000
Estimated Period of Performance	September 5, 2023 – December 1, 2023
Point of Contact for Questions Regarding this Application	Bianca Lawrence at blawrence@naccho.org

Background

The National Association of County and City Health Officials (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.

NACCHO currently serves as a national partner technical assistance (TA) provider under CDC’s *National Initiative to Address COVID-19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities Department of Health and Human Services (CDC-RFA-OT21-2103)*, hereafter referred to as the COVID Health Equity Initiative. The purpose of this initiative is to address COVID-19 related health inequities and advance health equity by expanding state, local, US territorial, and freely associated state health department capacity and services.

The intended outcomes of the COVID Health Equity Initiative are to: reduce COVID-19-related health disparities, improve and increase testing and contact tracing among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities, and improve state, local, US territorial and freely associated state health department capacity and services to prevent and control COVID-19 infection (or transmission) among populations at higher risk and that are underserved, including racial and ethnic minority groups and people living in rural communities.

With the understanding that there are many competing priorities that LHDs have when trying to receive TA and information around topics related to health equity and social justice, NACCHO will work with a

consultant to develop micro-learnings, which are defined as educational strategies that break complex topics down into short-form, that LHDs a part of the COVID Health Equity Initiative can use to quickly further their knowledge on these important topics. Once the micro-learnings have been developed, they will also be posted on NACCHO’s e-learning platform (NACCHO University) and NACCHO’s upcoming Healthy Equity Resource Center, which is expected to launch in July 2024, to share with broader audiences beyond the OT21-2103 LHD recipients.

Project Overview

The COVID Health Equity Initiative works to address COVID-19 related health disparities and advance health equity by expanding state, local, US territorial, and freely associated state health department capacity and services. One of the main strategies for this initiative is to mobilize partners and collaborators to advance health equity and address social determinants of health as they relate to COVID-19 health disparities among populations at higher risk and that are underserved. NACCHO, currently serving as a national partner TA provider under this initiative, will work with a consultant to develop six (6) health equity and social justice micro-learnings to supplement the TA that has been provided through the COVID Health Equity Initiative.

For this initiative, micro-learnings are defined as educational strategies that break complex topics down into short-form, stand-alone units of study that can be viewed as many times as necessary, whenever, and wherever the learner has the need. Micro-learnings are designed to be consumed in about five minutes and address one specific skill or knowledge gap topic. For this initiative, all micro-learnings will have an interactive component as well as a knowledge sharing component, for example¹:

- A short instructional video and that involves answering a question.
- An online learning game designed to teach a specific task.
- A short series of questions that participants answer after reading an executive summary or viewing an infographic.
- Virtual flashcards to prepare for a quiz.
- A scenario-based simulation that participants can participate in virtually.

The goal of these micro-learnings is to provide impactful opportunities to introduce concise skills and concepts from the complex topics, especially for those who cannot participate in longer trainings. Content of the micro-learnings will be informed by the current materials that have been presented in longer trainings which all include a focus on how local health departments (LHDs) can partner with community-based organizations (CBOs) to engage with specific populations (LGBTQIA+, unhoused, Black, Indigenous, and People of Color (BIPOC), etc.) Please note that all skills and concepts of focus that are listed below will be discussed within the context of partnering with CBOs to engage specific populations.

Micro-Learning Topic	Skill or Concept of Focus
Social Media for Public Health	Understanding how social media is used to promote key public health messages

¹ TechTarget (n.d.). *Microlearning (microtraining)*. WhatIs.com. Retrieved June 13, 2023, from <https://www.techtarget.com/whatis/definition/microlearning>

Data Storytelling and Sharing	Understanding how data is used to create a story of how public health impacts communities
Public Health Narratives	Understanding the current public health narrative and how it impacts public health practice
Community Power Building	Reviewing key strategies for delegating power and ownership to the community
Community Health Workers	Reviewing key strategies of how-to best support Community Health Workers in local governmental public health agencies
Roots of Health Inequity	Reviewing the root causes of inequity and foundational health equity principles

Eligibility

Consultants with demonstrated knowledge of and experience in 1) instructional design, specifically developing micro-learnings or other short interactive digital trainings that appeal to adult learners and 2) working in or with LHDs, or other governmental public health agencies. The consultant will work with subject matter experts (SMEs) to develop micro-learnings around the proposed topics, and demonstrated knowledge in any, or all, of the above topics is appreciated, but not required.

Funding Overview and Timeline

NACCHO will issue an award **up to \$150,000** in the form of a fixed priced contract. Applications must be submitted by **Wednesday July 26, 2023, at 11:59 PM EST** and selections will occur on or around August 11, 2023. The project period shall begin upon both parties' full execution of the contract and will end December 1, 2023.

Selected consultant will enter a contract with NACCHO to complete the deliverables specified in the application. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

Key Dates

Event	Date
Release of RFP	July 5, 2023
Application period closes	July 26, 2023
Anticipated notice of award	August 11, 2023
Contract execution	September 5, 2023
Meetings with NACCHO and SMEs and development of micro-learnings	September – December 2023
Final micro-learnings developed	No later than December 1, 2023

Project Scope of Work and Deliverables

In order to successfully develop these health equity and social justice micro-learnings on the topics outlined above, the consultant will be expected to undertake the following tasks:

1. **Coordinate regular meetings with NACCHO and topic subject matter experts (SMEs)** to check-in and discuss ongoing progress with project deliverables and receive feedback from NACCHO and SMEs on all micro-learning development, finalization, and evaluation.
2. **Determine the best method for micro-learnings** based on consultant experience with developing micro-learnings or other short interactive digital trainings and the current content that exist for the topics outlined above to best appeal to the adult learner and accurately increases knowledge or skill.
3. **Develop six (6) unique micro-learnings** for the topics of focus that are outlined in the project overview section of this RFP.
4. **Inform evaluation tools** that will be developed by NACCHO’s Research and Evaluation to refine and evaluate the micro-learnings.

The selected consultant will enter into a contractual agreement with NACCHO to complete the deliverables specified below. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. 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. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary. The following outlines the deliverables to be produced by the consultant; however, a finalized scope of work will be agreed upon post consultant selection.

Activities	Deliverables	Invoice Amount	Invoice Due Date
Coordinate regular meetings with NACCHO and topic SMEs	September Meeting Agendas (\$500) September Meeting Notes (\$500)	\$50,000	October 6, 2023
In coordination with NACCHO and SMEs, prepare full content outlines for each topic, including learning objectives, delivery methods, high level scripts or talking points (as appropriate), and proposed graphics	First Draft of Micro-Learnings (\$40,000)		
Coordinate regular meetings with NACCHO and topic SMEs	October Meeting Agendas (\$500) October Meeting Notes (\$500)	\$50,000	November 3, 2023
Prepare first draft of 6 micro-learnings topics within identified delivery mechanism	Second Draft of Micro-Learnings (\$40,000)		
Coordinate regular meetings with NACCHO and topic SMEs	November Meeting Agendas (\$500) November Meeting Notes (\$500)	\$50,000	December 1, 2023
Submit final drafts of 6 micro-learning topics	Final Draft of Micro-Learnings (\$40,000)		

Requirements for Financial Award

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. Please note that submission of a proposal is a statement of acceptance of NACCHO's standard form contract (Appendix A). Bidders should review all terms and conditions to determine whether they are appropriate for submitting a proposal.

Allowable 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 (\$203,700 as of publication of this RFP).

The following items are not allowable expenses:

- Telecommunication Ban in accordance with FAR 52.204-24 and FAR 52.204-25
- Alcoholic Beverages
- Bad Debts
- Contributions and donations
- Entertainment Costs
- Fines and penalties
- Goods and services for personal use
- Lobbying
- Losses on other awards

Additional information on allowable expenses and funding restrictions can be found in Appendix B.

Proposal Requirements

Proposals should be submitted electronically, in PDF format, via e-mail to Bianca Lawrence (blawrence@naccho.org). No proposals will be accepted by mail or fax. Proposals received after the deadline will not be considered for funding. Proposals are due by Wednesday July 26, 2023, at 11:59 PM EST. Proposals must include the following information:

- A. **Applicant information/Cover page**
 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 4 pages) that includes:
 1. A description of the methodology proposed to meet each of the tasks outlined in the scope of work listed above.

2. A detailed work plan and timeline of all the activities that will be conducted for successful implementation of the project. *This can be included as an attachment as not to exceed the page limit.*
 3. A capability statement that demonstrates the consultant/organization's experience and ability in instructional design, specifically developing micro-learnings or other short interactive digital trainings that appeal to adult learners and working in or with LHDs, or other governmental public health agencies. Although not required, please include any experience you have with any or all of the micro-learning topics outlined in the project overview.
 4. A description of any other consultants/firms that will be engaged on this project and their relevant expertise (if applicable).
 5. The name of the primary staff and other significant contributors, including qualifications and role. (Resume/CV not included in page limit)
- C. **Line-item budget and narrative**, not to exceed \$150,000
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 template can be found in section E Attachments.
 - i. Respond to the following two questions at the end of the budget narrative:
 1. Do you have prior experience in Federal Contracting? (Yes or No)
 2. Have you completed a Single Audit? (Yes or No)
 - 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. **Examples of work** or links to a portfolio
- E. **Attachments**
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 registration with SAM.gov (expiration date must be valid post contract execution date)

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 instructional design,

specifically developing micro-learnings or other short interactive digital trainings that appeal to adult learners and working in or with LHDs, or other governmental public health agencies.

- **Budget:** The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables.

Additional Selection Considerations

- Status as Women-, Minority-, Disadvantaged-, Veteran-Owned, and/or Small Business: Consideration will be given to applicants who demonstrate successful work with historically underserved and underrepresented entities (minority-, women-, disadvantaged-, and veteran-owned businesses or “MWDVBES” and black, indigenous, people of color or “BIPOC”) in addressing health disparities. Applicants who classify as or partner with these businesses will be strongly considered.

Applicants will be notified by August 11, 2023.

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 Bianca Lawrence at blawrence@naccho.org.

Appendix A. NACCHO Standard Contract

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of ____ GRANT # ____, CFDA # ____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on *(insert date)* and shall continue in effect until *(insert date)*, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 *(enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid)*. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. **Three** invoices must be submitted as follows:

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

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

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

ARTICLE II: GENERAL PROVISIONS

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

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

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

4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. **TERMINATION**: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
11. **ENTIRE AGREEMENT**: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
12. **PARTIAL INVALIDITY**: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
13. **GOVERNING LAW**: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. **ADDITIONAL FUNDING**: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. **REMEDIES FOR MISTAKES**: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. **EQUAL EMPLOYMENT OPPORTUNITY**: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. **DEBARRED OR SUSPENDED CONTRACTORS**: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. **LOBBYING RESTRICTIONS AND DISCLOSURES**: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. **SALARY LIMITATION**: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. **COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS**: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
22. **WHISTLEBLOWER PROTECTION**: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”
23. **EXECUTION AND DELIVERY**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
24. **NOTICE**: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and
City Health Officials

Attn: _____

[Name of Program Staff]

1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Tel. (202) _____

Fax (202) 783-1583

Email: _____@naccho.org

With a copy to:

National Association of County and City
Health Officials

Attn: Ade Hutapea, LL.M., CFM, CCCM
Director, Contracts

1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Tel. (202) 507-4272

Fax (202) 783-1583

Email: ahutapea@naccho.org

NACCHO

National Association of County & City Health Officials

The National Connection for Local Public Health

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

Unique ID.: _____

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



National Association of County & City Health Officials

The National Connection for Local Public Health

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 (\$203,700 as of publication of this RFP).