

Request for Applications

Infection Prevention & Control Learning Collaborative Project

Strengthening the capacity of local health departments to train facility partners and improve infection prevention and response efforts.

Date of release: November 16, 2023

Application due date: Friday, January 5, 2024, 11:59 PM PDT



Table of Contents

- I. SUMMARY INFORMATION
- II. BACKGROUND AND OVERVIEW
- III. PROJECT TIMELINE
- IV. ELIGIBILITY AND CONTRACT TERMS
- V. PROJECT GOALS AND REQUIREMENTS
- VI. APPLICATION COMPONENTS
- VII. SUBMISSION INSTRUCTIONS
- VIII. APPENDICES

SUMMARY INFORMATION

Project title	Infection Prevention & Control Learning Collaborative Project
Proposal due date and time	Friday, January 5, 2024 at 11:59 PM PDT
Selection announcement date	Selected applications will be notified by January 9, 2024
Source of funding	Centers for Disease Control and Prevention (CDC)
NOA Award No.	6NU38OT000306-03-05
Funding amount	\$80,000 or \$100,000
Point of contact for questions	Infectious Disease Program
regarding this application	infectiousdiseases@naccho.org (cc knalley@naccho.org)
Special conditions of this award	See Appendix B

BACKGROUND & OVERVIEW

The National Association of County and City Health Officials (NACCHO) represents nearly 3,000 local health departments (LHDs) across the United States. NACCHO's vision is health, equity, and security for all people in their communities through public health policies and services. NACCHO is a leader, partner, catalyst, and voice for LHDs to ensure the conditions that promote health equity, combat disease, and improve the quality and length of all lives.



NACCHO is proud to be a partner of <u>CDC's Project Firstline</u>, a comprehensive infection control program designed to help prevent the spread of infectious disease in U.S. healthcare settings through promotion of infection prevention and control (IPC) practices. Project Firstline is a collaborative committed to preparing the public health workforce and frontline healthcare workers to protect themselves, their patients, and their communities from infectious disease threats.

Project Firstline offers resources, training, and capacity building for accurate and effective implementation of IPC practices, with topics ranging from hand hygiene to personal protective equipment to vaccination. The initiative helps frontline healthcare workers confidently understand and practice IPC to prevent the transmission of infectious diseases in a variety of healthcare settings. The focus of NACCHO's Project Firstline work is to build the capacity of LHDs to deliver training and education to healthcare facility partners in their community. To support these efforts and support LHDs in providing training healthcare facility staff, NACCHO is pleased to offer the IPC Learning Collaborative to provide technical assistance, mentorship, and funding for LHDs to learn IPC fundamentals and adult learning principles.

NACCHO will issue two funding amounts for the IPC Learning Collaborative depending on the category of engagement. LHDs applying as mentees will be eligible to receive \$80,000. LHDs that serve as mentors will be eligible to receive \$100,000. Actual funding amounts are dependent upon completion of required activities (see Project Goals and Requirements section for more information on scopes of work).

The funding from the IPC Learning Collaborative project provides an opportunity for LHDs to build capacity to train clinical and non-clinical healthcare facility staff on IPC basics and best practices. All awardees will participate in:

- A mentorship program;
- Regular project check-in calls;
- A mentor site visit;
- An in-person convening; and
- Training activities for LHD staff.
 - This will include both mentor and mentee sites piloting NACCHO-developed training modules for LHD staff on IPC Fundamentals and Adult Learning Principles.

The project period is expected to begin on January 16, 2024 and ends on June 30, 2024. Applications must be submitted through the <u>online submission form</u> no later than Friday, January 5, 2024, at 11:59 PDT.

All necessary information regarding the project and application process may be found in this Request for Applications (RFA). Any updates will be shared on the RFA announcement page on NACCHO's website. Applicants may ask questions at any point during the application process by e-mailing infectiousdiseases@naccho.org (CC knalley@naccho.org).

PROJECT TIMELINE

Applicants are advised to consider the following timeline for this project.

Event	Date
Release of RFA (access application and info here)	Thursday, November 16, 2023
Application Submission Deadline (11:59 PM PDT)	Friday, January 5, 2024



Anticipated Notice of Award	By Tuesday, January 9, 2024
Anticipated Project Start Date	Tuesday, January 16, 2024
Mentor Site Visits*	Between January 23 and February 20, 2024
In-Person Convening (location TBD)	TBD (May – June)
End of Period of Performance	Sunday, June 30, 2024

^{*}Mentor site visits will be scheduled based on availability of participants

ELIGIBILITY AND CONTRACT TERMS

NACCHO will issue awards in the form of **fixed-priced**, **deliverables-based contracts** to LHDs. Those who elect to complete the required activities as a **mentee** will receive \$80,000. Selected applicants who complete the required activities as a **mentor** will receive \$100,000.

Mentor sites will receive up to \$100,000

Mentee sites will receive up to \$80,000

Applications must be submitted by Friday, January 5, 2024, at 11:59 PM PDT, and selected health departments will be notified by Tuesday, January 9, 2024. The project period will begin upon the full execution of the contract (anticipated January 16, 2024) and will end on June 30, 2024.

All applicants for this funding opportunity should meet the following requirements:

- Interest in strengthening their capacity to train healthcare facility staff on IPC topics by participating in a mentorship program and piloting IPC Fundamentals and Adult Learning Principles training modules;
- Have the capacity to execute a contract and complete the project within the required timeframe; and
- Have designated LHD staff who will:
 - o Participate in a monthly project check-in call with other LHDs;
 - Note: Mentors will attend an additional mentor meeting every other month.
 - o Participate in in-person mentor site visits;
 - Attend the in-person meeting;
 - Foster the project's mentor/mentee relationship;
 - o Pilot available online training modules; and
 - Serve as the point of contact for all project and contracting questions.

Contractual requirements include the ability to submit the supporting documents listed in the <u>Application Components</u> section (pages 10-11) along with other application materials.



Considerations and characteristics of ideal mentors and mentees sites are as follows:

Mentor characteristics

Mentor sites will:

- Have experience with training clinical and non-clinical healthcare facility staff on IPC related topics and best practices;
- Demonstrate existing leadership skills through a clear and concise plan for how they will provide mentorship to mentee site(s); and
- Plan to provide support to 1-3 mentee sites throughout the project.

Mentee characteristics

Mentee sites will:

- Demonstrate the need to provide trainings to clinical and non-clinical staff at healthcare facilities within their jurisdiction and demonstrate the need to train LHD staff to conduct these trainings;
- Create an outline of how they will use their partnership with a mentor site to develop the above workforce skills; and
- Participate in evaluation activities with mentor sites to track progress throughout the project.

Contract Terms

NACCHO expects the applicant to review and agree to the NACCHO standard contract terms (Appendix A) and conditions as a requirement of award. 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.

It is the responsibility of the selected LHDs to return a signed copy of the contract within approximately 30 days of receipt. Recipients are encouraged to be proactive in coordinating their agency's grant approval process to avoid possible delays. Applicants should review all terms and conditions to determine whether they are appropriate for submitting a proposal.

Selected LHDs will enter into a contract with NACCHO to complete the required activities outlined below. NACCHO will pay each awarded LHD demonstration site payments in exchange for completion of the assigned scope of work and accepted deliverables. Deliverables will be priced as a portion of the total award amount. The scope of work will outline an invoicing schedule. Please note NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.



Award Terms & Conditions, Federal Regulations and Policies: CDC and grant recipients must comply with all applicable terms and conditions of award, federal laws, regulations, and policies: https://www.cdc.gov/grants/documents/general-terms-and-conditions-non-research-awards.pdf.

PROJECT GOALS AND REQUIREMENTS

Project Goals

The IPC Learning Collaborative mission is to bolster the capacity of LHDs to train clinical and non-clinical healthcare facility staff on IPC topics and best practices. The objectives of this project can be found in the required activities section of this RFA. Through completion of these required activities, the sites should also aim to meet the following goals:

Mentor site goals

After completing the IPC Learning Collaborative project, mentor site staff should feel:

- Improved leadership and facilitation skills;
- Increased confidence building and maintaining partnerships with facilities in their jurisdiction;
- Prepared to continue and/or expand IPC training in facilities using a strategic training plan;
 and
- Connected to other LHD staff working towards similar goals.

Mentee site goals

After completing the IPC Learning Collaborative project, mentee site staff should feel:

- Confident building partnerships with facilities in the jurisdiction;
- Prepared to train facility staff on IPC related topics;
- Comfortable using their strategic training plan; and
- Supported by other LHD staff working towards similar goals.

Required Project Activities

The IPC Learning Collaborative will consist of project check in calls, mentorship communications and collaboration, in-person mentor site visits, an in-person convening, and piloting of NACCHO-developed curriculum.

The mentorship component will allow mentee LHDs to learn from experienced sites that regularly provide trainings to healthcare facility staff in their jurisdictions by learning how to apply potential implementation strategies and navigate challenges from mentors. Mentor sites will have an opportunity to enhance their leadership skills and develop or refine strategic training plans for LHD staff to train facility partners. Each LHD will indicate whether they are applying as a mentor or mentee and their application scoring includes capacity of the LHD to complete the project, so health departments should apply for whichever they are most suited for based on the characteristics listed below.



Please see the required activities and characteristics of a successful mentor and mentee below:

Mentor sites

Required activities

- Use the NACCHO-developed curriculum as a frame of reference to support mentees in defining training skills and conducting an initial assessment to identify mentee workforce needs regarding those skills;
 - Mentors will identify mentorship goals related to leadership and partnership building.
- Participate in monthly project check-in calls facilitated by NACCHO to review progress of planned activities and shared lessons learned and practices;
 - Every other month attend the additional peer mentor sharing meetings (30 min additional to the monthly meeting)
- Host mentor site visit for assigned mentees;
- Attend the in-person convening associated with this project and prepare highlights of the project to share with project participants;
- Develop an agreed upon meeting schedule and facilitate meetings with your mentees;
- Develop clear training and capacity-related goals for each mentee;
- Designate staff to complete NACCHO-developed curriculum;
- Designated staff will complete an assessment regarding the curriculum;
- Participate in evaluation-related activities to track and measure progress towards expressed outcomes; and
- Submit a final report detailing successes, challenges, and lessons learned from participation in the project. This will include an evaluation of assigned mentees.



Mentee sites

Required activities

- Use the NACCHO-developed curriculum and work with assigned mentor to define training skills and complete an initial assessment to identify workforce needs regarding those skills;
- Participate in monthly project check-in calls facilitated by NACCHO to review progress of planned activities and shared lessons learned and practices;
- Participate in a mentor site visit;
- Attend the in-person convening associated with this project and support development of highlights report with mentor;
- Develop an agreed upon meeting schedule with mentor;
- Develop clear training and capacity-related goals with assigned mentor;
- Participate in evaluation-related activities to track and measure progress towards expressed outcomes;
- Designate staff to complete NACCHO-developed curriculum;
- Designated staff will complete an assessment regarding the curriculum; and
- Submit a final report detailing successes, challenges, and lessons learned from participation in the project. This will include an evaluation of assigned mentor.

APPLICATION COMPONENTS

Applications are to be submitted through <u>online submission form</u> no later than 11:59 PM PDT on Friday, January 5, 2024. To be considered for this project, applicants must include the following:

Local Jurisdiction Information

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

Project Narrative

- <u>Capacity to Implement Approach</u>: Description of the LHD's institutional capacity to coordinate, implement, and evaluate proposed activities for this project. This should include, but is not limited to:
 - Staffing plan for project execution and implementation including description of organizational structure (roles, responsibilities, and accountability for the project); Overview of the current 'baseline' for conducting IPC training activities at healthcare facilities, such as previous training received; work that is



- underway; known gaps in IPC-related training or understanding of IPC activities; or perceived barriers to implementation; and
- Considerations for sustainability, such as how this project will align with other funding streams; how it builds upon past work and supports future goals; and how enhanced LHD capability or new partnerships might be supported or leveraged beyond the funding period.

Mentor site: Capacity to implement approach

Mentor site applicants must also:

- Describe current efforts including existing healthcare facility staff training activities related to IPC conducted by LHD staff, highlighting any successes or accomplishments.
- Reference how your LHD is particularly suited to provide guidance to mentee sites, highlighting what leadership skills your staff will be implementing.

Mentee site: Capacity to implement approach

There are no additional considerations for mentees in this section.

- Description of project goals and anticipated impact of the project activities on the LHD staff and the jurisdiction's current efforts including any existing healthcare facility staff training activities related to IPC conducted by LHD staff.
 - Please also include any information on people and communities who experience health disparities including those marginalized due to racial and ethnic identity, age, physical ability, primary language spoke, gender identity, sexual orientation, and people who live in rural, frontier, or medical underserved areas.

Mentor sites project narrative

In the 'Description of the impact' section please frame your response considering the following:

- How will LHD staff enhance their existing training and leadership skills through completion of the required project activities?
 - Specifically, what leadership and facilitation skills could be improved through mentorship of other LHDs?
- How could current efforts be strengthened to improve partnerships with healthcare facilities?
- What opportunities exist to expand efforts to better serve communities who experience health disparities described above?



Mentee site: Capacity to implement approach

In the 'Description of the impact' section please frame your response considering the following:

- How will LHD staff develop skills related to training delivery through completion of the required project activities?
 - Specifically, how will the LHD leverage the assigned mentor to build those skills and the LHD capacity to implement those skills?
- Does the LHD have plans to build partnerships with healthcare facilities or strengthen any existing partnerships?
- How will the LHD incorporate efforts to better serve communities who experience health disparities into the project activities?

Health equity considerations

NACCHO will consider the impact of this work on health equity, including its impact on how LHDs engage with groups that are underserved or marginalized. What information about your jurisdiction, not described in other sections, including determinants of health and demographics is important to consider for this project?

• Budget Justification and Narrative

- Development of a budget justification that explains each line-item and how the amounts were derived. See detailed guidance below. Please note, budget will not be included in the scoring criteria but is required for complete application submissions
 - 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 individuals
 will conduct.
 - Fringe Benefits: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs, such as health insurance. Documentation of fringe and indirect rates will be requested for contracting.
 - 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). Please note, funds may not be used for equipment purchases (refer to Appendix X).
 - 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:
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?

Additional Requirements: Submission of supporting documentation to include

- o Vendor Information Form.
- Certification of Non-Debarment.
- o Proof of active SAMS registration.
- o W-9.



Required for applications of \$30,000: <u>FFATA form</u> (If you are not able to complete this
by the application deadline, you may submit it one week after you have been selected).

Please contact infectious diseases@naccho.org with any questions about this opportunity.

SUBMISSION INSTRUCTIONS

Applications must be submitted through the <u>online application system</u>. All updates, changes, or additional documents will be announced on <u>this page</u> on the NACCHO website.

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 complete:
 - o The proposal response format sections outlined above.
 - Anticipated budget (<u>template provided</u>)
 - The budget justification (<u>Appendix D</u>)
 - The following documents listed below are not required at the time of application submission but will be required for the contracting process. Please see Additional Required Information section for more information.
 - Vendor Information Form, W-9, Certification of Non-Debarment, and FFATA data collection form. Upload in application.
 - Proof of active SAM.gov registration in accordance with active Unique Entity ID that expires no later than two months after contract start date. Upload in application.
 - Note: If an applicant's Unique Entity ID is expired at the time of contract execution, the applicant will be required to renew.
 - Back up documentation to show approved Fringe and Indirect rates if they
 exceed 10% de minimus rate; if no approved rates, please provide on letterhead
 explanation of Fringe and Indirect rates. Upload in application.
- 4. Applications must be submitted by **11:59 pm PDT, Friday, January 5, 2024.** Submissions after this deadline will not be considered.
- 5. **All applicants will be notified of their status, at the latest, by January 9, 2024**. All questions may be directed to infectiousdiseases@naccho.org.

SELECTION PROCESS

Applications for this project will be reviewed and scored based on the following criteria. Responses provided from the project narrative section will be used to inform the criteria scores. The budget will not be included in the scoring criteria but it is required for your application to be considered complete.



Criteria	Weight	Cumulative weight
Jurisdictional need	25%	25%
Strategy and approach (description of project activities)	40%	65%
Implementation capacity	30%	95%
Health Equity	5%	100%

APPENDICES

- Appendix A: Sample Contract Template
- Appendix B: Scope of Work and Invoicing Schedule
- Appendix C: Unallowable Costs
- Appendix D: Budget Narrative Template





NACCHO	CONTRA	CT#	2024-		

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

- 2. <u>PURPOSE OF AGREEMENT</u>: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of ____ GRANT #___, CFDA #____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
- 3. TERM OF AGREEMENT: The term of the Agreement shall begin on January 16, 2024, and shall continue in effect until June 30, 2024, 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. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
- 4. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$80,000.00 or \$100,000 (depending on whether completing project as a mentor or mentee). All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Two invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I			February 28, 2024
Invoice II			June 30, 2024

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. <u>INDEPENDENT CONTRACTOR</u>: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.
- 2. <u>PAYMENT OF TAXES AND OTHER LEVIES</u>: 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. <u>LIABILITY</u>: 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. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
- 6. <u>CONTINGENCY CLAUSE</u>: 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. <u>INTERFERING CONDITIONS</u>: 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. <u>TERMINATION</u>: 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. <u>ENTIRE AGREEMENT</u>: 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. <u>PARTIAL INVALIDITY</u>: 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. <u>GOVERNING LAW</u>: 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. <u>ADDITIONAL FUNDING:</u> 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. <u>REMEDIES FOR MISTAKES</u>: 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. <u>COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS</u>: 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. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> 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. <u>DEBARRED OR SUSPENDED CONTRACTORS:</u> Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
- 19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. <u>COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:</u> Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).



- 21. <u>WHISTLEBLOWER PROTECTION:</u> Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
- 22. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
- 23. <u>NOTICE</u>: 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.

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	With a copy to:
National Association of County and City	National Association of County and City Health
Health Officials	Officials
Attn:	Attn: Ade Hutapea, LL.M., CFCM
[Name of Program Staff]	Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,	1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005	Washington, DC 20005
Tel. (202)	Tel. (202) 507-4272
Fax (202) 783-1583	Fax (202) 783-1583
Email:@naccho.org	Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:	CONTRACTOR:
By:	By:
Name: Jerome Chester	Name:



Title:	Chief Financial Officer	Title:	
Date:		Date:	
		Federal Tax ID No.:	
		DUNS No.	



Appendix B

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

SCOPE OF WORK

Required Activities

Task 1: Attend project kick-off meeting (Mentor sites will attend 30-minute meeting following kick-off)

• Task 1a: Each site will fill out introductory information form to be compiled and presented at the kick-off call meeting

Task 2: Completion of pre-assessment provided by NACCHO

• There will be separate pre-assessments for mentor and mentee sites

Task 3: Mentors and mentees will be expected to participate in the mentor site visit in-person and collaborate to develop project goals and/or objectives with tracking components and timelines, such that end of project status (accomplishments/challenges) can be clearly described and NACCHO can assure project completion by the stated end date

- Task 3a: Utilize learning goals from NACCHO provided curriculum and mentor site experience to develop specific agenda items for the in-person site visit
 - o Template agenda will be provided by NACCHO in advance
- Task 3b: Participate in mentor site visits in-person to set learning objectives for mentee sites
 - Mentor site will support this process for mentees
- Task 3c: Mentor sites will develop separate goals related to leadership and partnership

Task 4: Mentors and mentees will designate staff members to pilot self-paced NACCHO-developed infection prevention and control fundamentals and adult learning curriculum online

 Task 4a: Designated staff members will complete an assessment provided by NACCHO regarding the curriculum

Task 5: Coordination with NACCHO and participation in peer sharing and technical assistance opportunities, completed no later than *June 30, 2024*:

- Task 5a: Attendance and Participation in at least 80% of monthly project check-in calls and/or check-in polls
 - o For mentors this includes attendance and participation in at least 70% of the 30-minute meetings every other month directly following the monthly project check-in calls
- Task 5b: Attendance at the end-of-year in-person convening
- Task 5c: Completion of post-assessment survey and project close activities
- Task 5d: Submission of end of project report to share challenges and lessons learned
 - Template for this deliverable will be provided by NACCHO in advance of due date



Scope of Work- Invoicing Schedule [MENTOR]

Invoice Period	Primary Task/Deliverable	Cost	Total Invoice Amount	
	Task 1a: Submit introductory information form before kick-off call meeting	\$3,000		
	Task 2: Completion of mentor pre-assessment provided by NACCHO	\$4,000		
Invoice 1:	Task 3a: Submission of finalized agenda for in- person mentor site visit	\$5,000		
February 28, 2024	Task 3b: Submit a project plan that indicates goals and/or objectives for mentor and mentees, proposed activities, and includes project tracking components and anticipated timelines	\$15,000	\$35,000	
	Task 3c: Mentors will submit leadership and partnership goals	\$8,000		
Invoice 2: June 30, 2024	Task 4a: Each LHD staff member who completed the online curriculum will submit an assessment provided by NACCHO regarding the completed self-paced curriculum	\$20,000		
	Task 5a: Attendance and participation in at least 80% of monthly project check-in calls and at least 70% of mentor meetings	\$5,000		
	Task 5b: Report prepared for in-person convening highlighting outcomes of the project	\$15,000	\$65,000	
	Task 5c: Completion of post-assessment survey and project close activities	\$5,000		
	Task 5d: A final version of the project implementation plan that shows progress towards and completion of goals, objectives, and activities through June 30, 2024	\$20,000		



Scope of Work- Invoicing Schedule [MENTEE]

Invoice Period	Primary Task/Deliverable	Cost	Total Invoice Amount	
	Task 1a: Submit introductory information form before kick-off call meeting	\$3,000		
	Task 2: Completion of mentee pre-assessment provided by NACCHO	\$4,000		
Invoice 1:	Task 3a: Submission of finalized agenda for in- person mentor site visit	\$8,000	\$30,000	
February 28, 2024	Task 3b: Submit a project plan that indicates goals and/or objectives for mentor and mentees, proposed activities, and includes project tracking components and anticipated timelines	\$15,000		
Invoice 2: June 30, 2024	Task 4a: Each LHD staff member will submit an assessment provided by NACCHO regarding the completed self-paced curriculum	\$15,000		
	Task 5a: Attendance and participation in at least 80% of monthly project check-in calls	\$3,000		
	Task 5b: Report prepared for in-person convening highlighting outcomes of the project	\$12,000	\$50,000	
	Task 5c: Completion of post-assessment survey and project close activities	\$5,000		
	Task 5d: A final version of the project implementation plan that shows progress towards and completion of goals, objectives, and activities through June 30, 2024	\$15,000		



Appendix C

List of unallowable costs

Funds may not be used for equipment purchases.

Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the current Federal Executive Schedule Level II salary cap. NACCHO reserves the right to request a revised cost proposal, should CDC determine applicant's proposed cost as unallowable. Below is sample of unallowable costs, compiled from the Federal Acquisition Regulation (FAR) as a general reference:

- 1. Interest Expense (FAR 31.205-20) is unallowable however represented including bond discounts, costs of financing and refinancing capital including associated costs. Some associated costs include related legal and professional fees incurred in connection with prospectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.
- 2. Donations/Contributions (FAR 31.205-8)
- 3. Entertainment (FAR 31.205-14) The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs and similar organizations are unallowable.
- 4. Contingencies (FAR 31.205-7)
- 5. Bad Debts (FAR 31.205-3)
- 6. Fines and Penalties (FAR 31.205-15) The costs of fines and penalties for violating federal, state, or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.
- 7. Goodwill (FAR 31.205-49) The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
- 8. Losses on Contracts (FAR 31.205-33) The excess of cost over income on any contract is unallowable. This includes the contractor's share of any cost contribution on cost sharing agreements.
- 9. Organizational (FAR31.205-27) Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or reorganization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
- 10. Alcohol Alcohol is expressly unallowable under all circumstances.
- 11. Food-- Direct charges for meals/food and beverages are unallowable



- 12. Promotion this cost is unallowable if the primary purpose is to promote a company's image or products or service.
- 13. Personal Use Personal use of anything as compared to business purpose is unallowable.
- 14. Profit Distribution Any cost presumed to be a distribution of profits is unallowable in all cases.
- 15. First Class Air Fare First class air fare is unallowable in most cases. There are a few exceptions, but are available in rare circumstances.
- 16. Legal Costs Certain legal costs are unallowable. In order for legal costs to be allowable the costs must be documented by scope of work, rate description and work product. Claims against the government and Defense of certain fraud proceedings are unallowable.
- 17. Travel Costs Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration. There are many rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.
- 18. 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.

Funding Restriction Language from Notice of Funding Opportunity:

Funding Restrictions:

Restrictions, which must be taken into account while writing the budget, are as follows:

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

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



See Additional Requirement (AR) 12 for detailed guidance on this prohibition and <u>additional guidance on lobbying for CDC recipients.</u>

Restrictions Related to Projects Funded through Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: https://www.hhs.gov/sites/default/files/covid-19-laboratory-datareporting-guidance.pdf. Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement. This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19. In addition, recipient is expected to flow down these terms to any subaward, to the extent applicable to activities set out in such subaward.



Appendix D - Budget Narrative Template

The budget narrative explains each line-item and how the amounts were derived. See detailed guidance below.

- A. **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.
- B. **Fringe Benefits:** Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc. Please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- C. **Travel:** Specify the purpose and details of the travel.
- D. **Supplies:** Identify supplies in the detailed budget and the intended use for these supplies (i.e. what activities will the supplies support).
- E. Contractual: Identify each proposed contract and specify its purpose and estimated cost.
- F. **Other direct costs:** These will vary depending on the nature of the project. This may include activities, monitoring and evaluation, etc.
- G. **Indirect charge:** Indicate how the rate is applied. If you are proposing more than 10%, please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- Personnel
- Fringe Benefits
- Travel
- Supplies
- Contractual
- Other Direct Costs
- Indirect Charge

Respond to the following two questions:

o Do you have prior experience in Federal Contracting? o Have you completed a Single Audit