

NACCHO

National Association of County & City Health Officials

REQUEST FOR PROPOSAL (RFP)

Building CDC 2103 Local Health Department Grant Recipient Health Equity Capacity through Collective Power-building, Public Health Narrative Development, and Other Strategies for Operationalizing Health Equity

National Association of County and City Health Officials (NACCHO)

November 4, 2022

SUMMARY INFORMATION

Project Title: Building CDC 2103 Local Health Department Grant Recipient Health Equity Capacity through Collective Power-building, Public Health Narrative Development, and Other Strategies for Operationalizing Health Equity

Proposal Due Date and Time: November 18, 11:59 pm ET

Selection Announcement Date: November 25, 2022

Source of Funding: CDC

NOA Award No.: 6 NU38OT000306-04-02

Maximum Funding Amount: \$670,500

Estimated Number of Awards: 1

Estimated Period of Performance: December 1, 2022-July 31, 2023

Point of Contact for Questions Regarding this Application: pholtgrave@naccho.org

OVERVIEW

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 is pleased to offer a funding opportunity for a consultant to provide expert training and technical assistance (TTA) to build the health equity capacity of local health departments and their community partners, as a part of the 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](#)). The purpose of this initiative is 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. The intended outcomes are to 1) reduce COVID-19-related health disparities, 2) 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 3) 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. The national CDC-funded partners for this initiative are NACCHO (supporting LHD grant recipients), the Association of State and Territorial Health Officials (ASTHO; supporting State and US Territorial grant recipients), and NNPHI (National Network of Public Health Institutes; supporting the identification and sharing of evidence-informed practices). The focus of this RFP is to provide health equity capacity-building TA (CBTA) to the forty-nine (49) local health department OT21-2103 grant recipients, focusing on collective power-building, public Health narrative

development, and other strategies for operationalizing health equity, with deliverables that are more broadly relevant to all of NACCHO’s membership.

One (1) award for up to \$670,500 is available. Selections will be made on or around November 25, 2022, and the project period will run from the date of contract execution, anticipated to be December 1, 2022, to July 31, 2023. Applications must be submitted no later than November 18, 2022, 11:59 pm ET. All necessary information regarding the project and proposal process may be found in this Request for Proposal (RFP). Consultants may pose individual questions to NACCHO at any point during the application process by e-mailing Peter Holtgrave at pholtgrave@naccho.org.

ELIGIBILITY AND CONTRACT TERMS

Consultants with demonstrated experience providing expert training and technical assistance (TTA) to build the health equity capacity of a diverse cohort of local organizations and communities are eligible to apply. Preference (via proposal scoring, see PROPOSAL RESPONSE FORMAT & SELECTION CRITERIA below) will be given to those with experience building the health equity capacity of local health departments. All TTA provided must include culturally responsive practices and be centered in racial and health equity, delivered to a large-scale of forty-nine (49) local health department grant recipients (see list [here](#)), with deliverables that are more broadly relevant to NACCHO’s membership and their cross-sectoral partners.

The selected applicant will enter into a fixed-price agreement for good and services with NACCHO abiding by the terms and conditions in NACCHO standard contract (See Appendix A). Agreement with majority of NACCHO standard contract terms and conditions is a requirement and as part of the application. The contractor will be asked to verify that he has read NACCHO’s standard contract language and confirmed in agreement with the terms and conditions.

Consultants should note that the intent of this RFP is to provide training, technical assistance, and both existing and to develop new resources for use by NACCHO, CDC OT21-2103 grant recipients and their partners, and NACCHO’s broader membership for use both during and beyond this period of performance. Please see the OWNERSHIP OF MATERIALS section of NACCHO’s standard Contract Agreement.

Should your organization need to propose any changes to the terms and conditions, please inform us immediately, however NACCHO reserves the right to accept or decline such changes. Significant changes, which could affect the agreement’s timely execution, may impact your selection as a successful applicant. Agreeing to NACCHO’s Resolution of Disputes and Governing Law is expected and aside of those two clauses, **limited modifications to the terms or contract language can be accommodated. Contractors that cannot agree to majority of NACCHO’s contract language should not apply for this initiative.**

If you are an applicant from Florida, please contact NACCHO immediately for a copy of the Florida standard contract.

SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date/Time
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Submission Deadline	November 18, 2022, 11:59 pm ET
Award Notification Date	On or around November 25, 2022
Anticipated Contract Start Date	December 1, 2022
Anticipated Contract End Date	July 31, 2023

PROJECT ACTIVITIES, DELIVERABLES AND EXPECTATIONS

The selected consultant will work collaboratively and will be responsible for coordinating with NACCHO and other project partners and consultants. The consultant will build the health equity capacity of OT21-2103 LHD grant recipients by providing training and technical assistance (TTA) focused on the following areas:

- 1) Supporting the development of power-building capacities and connections between LHD grant recipients and community organizing groups to advance health equity in their jurisdictions;
- 2) Supporting LHD adoption of health equity practice by a) designing and facilitating a health equity-focused Community of Practice (CoP) focused on LHDs implementing health equity strategies, b) providing one-on-one, tailored coaching and technical assistance to aid strategy development and implementation, and c) developing a health equity guide for LHDs that includes best, promising, and innovative health equity practices, case studies, and a directory of related resources relevant to LHD practice;
- 3) Provide resources based on identified LHD grant recipient health equity-related needs;
- 4) Supporting the ability of LHD grant recipients to develop transformative health equity narratives through participation in health equity narrative trainings and CoPs, as well as the use of related capacity-building resources;
- 5) Improving the design and delivery of these activities by collaborating with NACCHO to assess LHD grant recipient customer satisfaction with CBTA received; and
- 6) Supporting the coordination of NACCHO’s health equity CBTA design, implementation, and assessment working with other project partners and consultants.

Scope of Work

The following table outlines the major tasks described above expected of the selected contractor, including an estimated timeline and suggested payment schedule (note that consultants may propose alternative amounts per invoice, as long as total, allowed costs to not exceed the RFP award maximum):

Activity	Deliverable	Anticipated Completion
1. Support the development of power-building capacities and connections between LHD grant recipients and community organizing	Identify and support up to ten (10) local health departments, with 2-4 staff per health department, to work with their local community organizing groups around emerging social determinants and health inequities.	

<p>groups to advance health equity in their jurisdictions.</p>	<p>Deliverable 1.1: Develop and provide LHD grant recipient recruitment materials.</p> <p>1.1:12/15/22</p> <p>Deliverable 1.2: Develop and provide content for a power-building CoP.</p> <p>1.2: 2/15/22</p> <p>Deliverable 1.3: Facilitate four (4) LHD group power-building CoP learning sessions on how to partner with community organizers.</p> <p>1.3.1: Facilitate first and second power-building CoP group learning sessions with summary notes provided.</p> <p>1.3.1: 5/31/23</p> <p>1.3.2: Facilitate third and fourth power-building CoP group learning sessions with summary notes provided.</p> <p>1.3.2: 7/31/23</p> <p>Deliverable 1.4: Summary of up to 20 hours total of office hours for technical assistance to coach LHD grantees on power-building strategies.</p> <p>1.4.1: Summary of up to 10 office hours provided.</p> <p>1.4.1: 5/31/23</p> <p>1.4.2: Summary of up to 10 office hours provided.</p> <p>1.4.2: 7/30/23</p>
	<p>Develop and facilitate an in-person NACCHO 360 (Denver, July 2023) pre-conference half day workshop on building LHD-community organizer partnerships for LHD grant recipients and other participants.</p> <p>Deliverable 1.5: Draft NACCHO 360 workshop agenda and design.</p> <p>1.5: 3/31/23</p> <p>Deliverable 1.6: Final NACCHO 360 workshop agenda and materials.</p> <p>1.6: 5/31/23</p> <p>Deliverable 1.7: In-person NACCHO 360 workshop delivery and finalized materials.</p> <p>1.7: 7/31/23</p> <p>Deliverable 1.8: List of NACCHO 360 workshop participants.</p> <p>1.8: 7/31/23</p>
<p>2. Support LHD adoption of</p>	<p>Facilitate up to two (2) Operationalizing Health Equity (OHE) CoPs to build LHD health equity</p>

<p>health equity practices.</p>	<p>capacity, including adopting best/promising/innovative practices and overcoming barriers.</p> <p>Deliverable 2.1: OHE CoP design and implementation plan for facilitating up to 6 sessions per CoP (total of up to 12 sessions).</p> <p>Deliverable 2.2: List of recruited LHD grant recipient participants.</p> <p>Deliverable 2.3: Facilitate a recorded introductory/overview session for CoP participants.</p> <p>Deliverable 2.4: Facilitate up to 12 OHE CoP sessions (up to 6 sessions per CoP cohort).</p> <p>2.4.1: Prep and delivery for up to 4 OHE CoP sessions, with notes on attendance provided.</p> <p>2.4.2: Prep and delivery for up to 4 OHE CoP sessions, with notes on attendance provided.</p> <p>2.4.3: Prep and delivery for up to 4 OHE CoP sessions, with notes on attendance provided.</p>	<p>2.1: 1/31/23</p> <p>2.2: 1/31/23</p> <p>2.3: 1/31/23</p> <p>2.4.1: 3/31/23</p> <p>2.4.2: 5/31/23</p> <p>2.4.3: 7/31/23</p>
	<p>Providing one-on-one, tailored coaching and technical assistance to aid LHD grant recipient health equity strategy development and implementation.</p> <p>Deliverable 2.5: Deliver up to 20 hours of coaching and TA to LHD grant recipients.</p> <p>2.5.1: Summary of up to five (5) hours of TA provided with themes and recommendations.</p> <p>2.5.2: Summary of up to five (5) hours of TA provided with themes and recommendations.</p> <p>2.5.3: Summary of up to five (5) hours of TA provided with themes and recommendations.</p> <p>2.5.4: Summary of up to five (5) hours of TA</p>	<p>2.5.1: 1/31/23</p> <p>2.5.2: 3/31/23</p> <p>2.5.3: 5/31/23</p> <p>2.5.4: 7/31/23</p>

	provided with themes and recommendations.	
	<p>Develop a health equity guide for LHDs that includes best, promising, and innovative health equity practices, case studies, and a directory of related resources relevant to LHD practice.</p> <p>Deliverable 2.6: LHD Health Equity Guide</p> <p>2.6.1: Outline of LHD Health Equity Guide</p> <p>2.6.2: Final LHD Health Equity Guide</p> <p>2.6.3: Provide an overview of LHD Health Equity Guide and its use to 2103 grant recipients</p> <p>Deliverable 2.7: Assess LHD Health Equity Guide utility and identify future revisions (summary of findings and recommended changes).</p>	<p>2.6.1: 1/31/23</p> <p>2.6.2: 3/31/23</p> <p>2.6.3: 5/31/23</p> <p>2.7: 7/31/23</p>
<p>3. Provide resources based on identified LHD grant recipient health equity-related needs.</p>	<p>Design new and/or tailor and disseminate up to five (5) resources to meet LHD grant recipient health equity capacity-building needs.</p> <p>Deliverable 3.1: Draft versions of up to 5 new health equity resources.</p> <p>Deliverable 3.2: Final versions of up to 5 health equity resources.</p>	<p>3.1: 5/31/23</p> <p>3.2: 07/31/23</p>
<p>4. Support the ability of LHD grant recipients to develop transformative health equity narratives through participation in health equity narrative trainings and CoPs, as well as the use of related capacity-building resources.</p>	<p>Design and facilitate one (1) narrative cohort for LHD grant recipients to develop a shared understanding of the role of dominant health equity narratives and strategies for developing and employing a transformative narrative that informs public health practice.</p> <p>Deliverable 4.1: One LHD grant recipient cohort that has completed transformative health equity narrative training.</p>	<p>4.1: 03/15/23</p>
	<p>Provide a transformative health equity narrative train-the-facilitator training and coaching to build LHD grant recipient capacity to facilitate narrative cohorts with their staff and communities.</p>	

	<p>Deliverable 4.2: Enroll and train LHD grant recipient staff in how to facilitate a transformative health equity narrative process for their staff and communities (training summary notes; list of participants).</p>	4.2: 03/31/23
	<p>Deliverable 4.3: Provide ad hoc TA/coaching to support LHD grant recipient-participant transformative health equity narrative implementation efforts.</p>	4.3: 07/31/23
	<p>Facilitate a voluntary Transformative Health Equity Narrative CoP for LHD grant-recipients who participate in either the narrative training and/or train-the-facilitator trainings to discuss challenges and share best practices implementing narrative strategies</p> <p>Deliverable 4.4: Health Equity Narrative CoP sessions facilitated (session notes; list of participants and attendance).</p>	4.4: 07/31/23
	<p>Assess and revise transformative health equity narrative materials throughout training, TA, and CoP activities.</p> <p>Deliverable 4.5: Revised transformative health equity narrative training materials.</p>	4.5: 07/31/23
	<p>Develop new capacity building materials, including a set of examples of how LHDs have worked to deploy a transformative narrative and/or examples of stories that portray the themes of the transformative narrative (e.g., examples of collectivism, mutual aid, etc.)</p> <p>Deliverable 4.6: Up to two (2) new narrative capacity building resources that support LHDs deploying the transformative narrative.</p>	4.6: 07/31/23
	<p>Produce and a video that provides an overview of key health equity narrative concepts and provides field examples from LHDs and their community partners to aid future trainings.</p> <p>Deliverable 4.7: One (1) transformative health narrative overview video.</p> <p>4.7.1: Transformative health narrative video script/storyboard.</p>	4.7.1: 03/31/23

	4.7.2: Final Transformative health narrative video.	4.7.2: 07/31/23
5. Improving the design and delivery of these activities by collaborating with NACCHO to assess LHD grant recipient customer satisfaction with CBTA received	<p>Assess LHD grant recipient satisfaction with consultant CBTA activities in collaboration with NACCHO and share summary of findings to further inform and enhance the consultant’s health equity CBTA delivery.</p> <p>Deliverable 5.1: LHD grant recipient CBTA satisfaction assessment plan.</p> <p>Deliverable 5.2: Development and administration of LHD grant recipient CBTA satisfaction information instruments.</p> <p>5.2.1: Summary report of LHD grant recipient CBTA satisfaction with consultant CBTA, November 2022 to March 2023.</p> <p>5.2.2: Summary report of LHD grant recipient CBTA satisfaction with consultant CBTA, November 2022 to March 2023, April-May 2023.</p> <p>Deliverable 5.3: Final, comprehensive summary of LHD grant CBTA satisfaction with consultant CBTA recipient satisfaction findings (November 2022-July 2023), with summary findings and recommendations.</p>	<p>5.1: 01/31/23</p> <p>5.2.1: 3/31/23</p> <p>5.2.2: 5/31/23</p> <p>5.3: 07/31/23</p>
6. Support the coordination of NACCHO’s health equity CBTA design, implementation, and assessment working with other project partners and consultants.	<p>Deliverable 6.1: Participate in NACCHO project planning and implementation calls. Up to 4 hours a month for the contract period, as captured by meeting attendance records.</p> <p>6.1.1: Up to 12 hours of NACCHO project calls, Nov 2022-Jan 2023</p> <p>6.1.2: Up to 8 hours of NACCHO project calls, Feb-Mar 2023</p> <p>6.1.3: Up to 8 hours of NACCHO project calls, April-May 2023</p> <p>6.1.4: Up to 8 hours of NACCHO project calls, June-July 2023</p> <p>Deliverable 6.2: Assist with 2103 health equity</p>	<p>6.1.1: 1/31/23</p> <p>6.1.2: 3/31/23</p> <p>6.1.3: 5/31/23</p> <p>6.1.4: 7/31/23</p>

	CBTA coordination; facilitate calls with other HE CBTA providers, as needed. Up to 4 hours a month for the contract period, as captured by agendas and meeting notes.	
	6.2.1: Up to 12 hours of NACCHO project calls, Nov 2022-Jan 2023	6.2.1: 1/31/23
	6.2.2: Up to 8 hours of NACCHO project calls, Feb-Mar 2023	6.2.2: 3/31/23
	6.2.3: Up to 8 hours of NACCHO project calls, April-May 2023	6.2.3: 5/31/23
	6.2.4: Up to 8 hours of NACCHO project calls, June-July 2023	6.2.4: 7/31/23

Method of Payment

NACCHO will pay the selected the contractor in installments upon receipt of deliverables per the following payment schedule. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

Invoice # (Date Range)	Deliverables	Amount	Due By Date
Invoice #1 (Dec 2022 to Jan 2023)	1.1: Develop and provide LHD grant recipient recruitment materials.	\$2,000	1/31/2023
	2.1: OHE CoP design and implementation plan for facilitating up to 6 sessions per CoP (total of up to 12 sessions).	\$22,500	
	2.2: List of recruited LHD grant recipient participants.	\$7,500	
	2.3: Facilitate a recorded introductory/overview session for CoP participants.	\$5,500	
	2.5.1: Summary of up to five (5) hours of TA provided with themes and recommendations.	\$8,500	
	2.6.1: Outline of LHD Health Equity Guide	\$10,000	
	5.1: LHD grant recipient CBTA satisfaction assessment plan.	\$10,000	
	6.1.1: Up to 12 hours of NACCHO project calls, Nov 2022-Jan 2023	\$6,000	
	6.2.1: Up to 12 hours of NACCHO project calls, Nov 2022-Jan 2023	\$6,000	
		Total	
Invoice #2 (Feb to	1.2: Develop and provide content for a power-building CoP.	\$20,000	3/31/2023

<p>March 2023)</p>	<p>1.5: Draft NACCHO 360 workshop agenda and design. 2.4.1: Prep and delivery for up to 4 OHE CoP sessions, with notes on attendance provided. 2.5.2: Summary of up to five (5) hours of TA provided with themes and recommendations. 2.6.2: Final LHD Health Equity Guide 4.1: One LHD grant recipient cohort that has completed transformative health equity narrative training. 4.2: Enroll and train LHD grant recipient staff in how to facilitate a transformative health equity narrative process for their staff and communities (training summary notes; list of participants). 4.7.1: Transformative health narrative video script/storyboard. 5.2.1: Summary report of LHD grant recipient CBTA satisfaction with consultant CBTA, November 2022 to March 2023. 6.1.2: Up to 8 hours of NACCHO project calls, Feb-Mar 2023. 6.2.2: Up to 8 hours of NACCHO project calls, Feb-Mar 2023.</p> <p style="text-align: right;">Total</p>	<p>\$5,000 \$13,500 \$8,500 \$25,000 \$18,500 \$20,000 \$45,000 \$20,000 \$4,000 \$4,000 \$183,500</p>	
<p>Invoice #3 (April to May 2023)</p>	<p>1.3.1: Facilitate first and second power-building CoP group learning sessions with summary notes provided. 1.4.1: Summary of up to 10 office hours provided. 1.6: Final NACCHO 360 workshop agenda and materials. 2.4.2: Prep and delivery for up to 4 OHE CoP sessions, with notes on attendance provided. 2.5.3: Summary of up to five (5) hours of TA provided with themes and recommendations. 2.6.3: Provide an overview of LHD Health Equity Guide and its use to 2103 grant recipients 3.1: Draft versions of up to 5 new health equity resources. 5.2.2: Summary report of LHD grant recipient CBTA satisfaction with consultant CBTA, November 2022 to March 2023, April-May 2023. 6.1.3: Up to 8 hours of NACCHO project calls, April-May 2023. 6.2.3: Up to 8 hours of NACCHO project calls, April-May 2023.</p> <p style="text-align: right;">Total</p>	<p>\$11,500 \$10,000 \$5,000 \$13,500 \$8,500 \$10,150 \$37,500 \$20,000 \$4,000 \$4,000 \$124,150</p>	<p>5/31/2023</p>
<p>Invoice 4 (June to July 2023)</p>	<p>1.3.2: Facilitate third and fourth power-building CoP group learning sessions with summary notes provided. 1.4.2: Summary of up to 10 office hours provided.</p>	<p>\$11,500 \$10,000</p>	<p>7/31/2023</p>

1.7: In-person NACCHO 360 workshop delivery and finalized materials.	\$15,350
1.8: List of NACCHO 360 workshop participants.	\$5,000
2.4.3: Prep and delivery for up to 4 OHE CoP sessions, with notes on attendance provided.	\$13,500
2.5.4: Summary of up to five (5) hours of TA provided with themes and recommendations.	\$8,500
2.7: Assess LHD Health Equity Guide utility and identify future revisions (summary of findings and recommended changes).	\$22,500
3.2: Final versions of up to 5 health equity resources.	\$37,500
4.3: Provide ad hoc TA/coaching to support LHD grant recipient-participant transformative health equity narrative implementation efforts.	\$3,000
4.4: Health Equity Narrative CoP sessions facilitated (session notes; list of participants and attendance).	\$20,000
4.5: Revised transformative health equity narrative training materials.	\$20,000
4.6: Up to 2 new narrative capacity building resources that support LHDs deploying the transformative narrative.	\$40,000
4.7.2: Final Transformative health narrative video.	\$45,000
5.3: Final, comprehensive summary of LHD grant CBTA satisfaction with consultant CBTA recipient satisfaction findings (November 2022-July 2023), with summary findings and recommendations.	\$25,000
6.1.4: Up to 8 hours of NACCHO project calls, June-July 2023.	\$4,000
6.2.4: Up to 8 hours of NACCHO project calls, June-July 2023.	\$4,000
Total	\$284,850
Maximum Award Amount:*	\$670,500

****Note: Proposals may have deliverables costs that vary from those suggested in this RFP but may not total more than the \$670,500 maximum total possible award.***

NACCHO Support

NACCHO staff will serve as a resource to the contractor to ensure adequate completion of the SOW and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO reports, data, and other resources necessary to complete the tasks above.
- Provide use of NACCHO’s Zoom video conferencing and webinar platform.
- Provide input, guidance, and oversight of execution and completion of tasks, including through regular project planning and coordination communications (video conferencing, emails, phone calls, etc.).
- Promote consultant’s funded efforts in coordination with project funder, as relevant and appropriate, to project grant recipients and NACCHO’s broader membership.

PROPOSAL RESPONSE FORMAT & SELECTION CRITERIA

The proposal narrative must outline the following content:

- A. **Cover Letter (3 maximum points)**, which includes the name and contact information of the main point of contact and fiscal point of contact for contract execution and payment purposes, if selected.
- B. **Organization Background, Qualifications & Experience (40 maximum points)** – Describe your organization mission and structure and explain why your organization qualifies to be responsive to the requirements of this RFP. Describe your organizational and staff qualifications and experience providing similar goods or services related to building community LHD health equity capacity, as required in this RFP. Identify key staff responsible for completing proposed work and provide sufficient detail to demonstrate knowledge, skills, and abilities to perform the functions outlined in the RFP. While not a requirement, preference is for organizations with experience building the capacity of local health departments. Please also include three references for which you have performed similar work to the requirements of this RFP, and include (with links or as an attachment, which is not counted towards the 10-page count) at least two examples of previous work that demonstrates the organization’s capability to produce the work outlined in the Scope of Work.
- C. **Methodology, Project Deliverables and Timeline (50 maximum points)** – Describe, in detail, your proposed methodology for meeting all project requirements and provide a realistic work plan including intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion, based upon this RFP’s Scope of Work.

Additional Attachments: Please include and upload the following attachments with your application (not counted toward the 10-page narrative limit):

- **Budget Proposal (7 maximum points)** – Using this [budget template](#), provide a line-item budget, not to exceed \$670,500 and containing no unallowed expenses (see Allowable Expenses, below), which clearly outlines proposed costs, and provide a narrative cost justification for each line item. Include responses to the following two questions at the end of your budget narrative:
 - Do you have a prior experience in Federal Contracting? (Yes/No)
 - Have you completed a Single Audit? (Yes/No)
- Resumes/CVs – Provide resumes/CVs for each staff member responsible for project implementation, project management, or other positions identified in the requirements of the RFP.
- Complete and submit the [Vendor Information Form](#)
- Complete and submit the [Completed Certification of Non-Debarment](#).
- Submit [W-9 Form](#)
- 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.**
- Provide proof of active registration with SAM.gov in accordance with active DUNS number. Upload in application (a screenshot can be provided).
 - The applicant must be registered with the System for Award Management (SAM) and its SAM number. For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.

- **Note:** If an applicant’s DUNS number is expired at the time of contract execution, the applicant will be required to renew.
- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.

FUNDING AND DISCLAIMER NOTICES

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). See Appendix C for a full list of restrictions.

Disclaimer Notices

This project is supported by a grant from the Centers for Disease Control and Prevention (NOA 6 NU38OT000306-04-02). CDC does not endorse any product, service, or enterprise. Views expressed in related products do not necessarily reflect those of CDC or Health and Human Services.

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.

Submission Template (optional):

A. COVER LETTER/ CONTACT INFORMATION				
Consultant Name:				
Street Address				
City/State/Territory				
Lead project contact (<i>agency-designated project contact for all matters pertaining to the project</i>):				
Name				
Email				
Phone				
Lead finance contact (<i>agency-designated finance contact for all matters pertaining to processing contracts and invoices</i>):				
Name				
Email				
Phone				
Contact List for Core Team: The three to six persons core planning team– these partners should be actively engaged to achieve the goals. <i>*Note can include more than one person for each category.</i>				
Name	Title	Organization	Email	Phone

NARRATIVE (Not to exceed 8-pages)				
B. Organization Background, Qualifications & Experience				
C. Methodology, Project Deliverables and Timeline				
D. Budget Proposal				
<p>I. Attach completed budget template</p> <p>II. Attach completed budget narrative</p> <p>III. Include responses to the following two questions at the end of your budget narrative:</p> <p>a. Do you have a prior experience in Federal Contracting? <i>(Yes/No)</i></p> <p>b. Have you completed a Single Audit? <i>(Yes/No)</i></p>				

SUBMISSION INSTRUCTIONS

Applications for this 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 consultant’s individual with signing authority for the entity that would be contracting with NACCHO, including any relevant financial or legal offices for advanced consideration. The selected contractor must:
 - o Agree to the contract language as indicated (i.e., no modifications) and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made; or
 - o Submit a written request for any limited, proposed changes to the terms and conditions within five (5) business days of award notification for NACCHO’s review and negotiations, noting that proposed changes that significantly delay contract execution may result in an alternative consultant being selected.
3. The submitted application must include the following items to be deemed completed:
 - A cover page that contains the information outlined above.
 - Narrative (no more than 10 pages) that addresses the Organization Background, Qualifications & Experience, as well as Methodology, Project Deliverables and Timeline sections described above.
 - Anticipated budget ([template provided](#)) and budget narrative.
 - Completed [Vendor Information Form](#), [W-9](#), [Certification of Non-Debarment](#), and [FFATA data collection form](#).
4. Applications are to be emailed to pholtgrave@naccho.org in one e-mail by **11:59PM ET on November 18, 2022**. Please use the email subject line “Building CDC 2103 LHD Health Equity Capacity: Power-building, Public Health Narrative & Other Strategies Proposal.” Submissions after this deadline will not be considered. Hard copy (mailed, faxed) submission will not be considered.
5. 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 contact Peter Holtgrave at pholtgrave@naccho.org. All applicants will be notified of their status on or around November 25, 2022. All questions may be directed to pholtgrave@naccho.org.

RESPONSE TO DRAFT CONTRACT

Selected applicant(s) will enter into an agreement with NACCHO. Review the agreement's terms and conditions—including provisions related to publications; acknowledgement of federal support; copyright interests; conference, meeting, and seminar materials; and logo use for conference and other materials—with your contracts officer (see Appendix A) and confirm that if selected, you will be prepared to enter into the agreement with NACCHO or identify and include any proposed changes with your proposal application. NACCHO reserve the right to accept or decline any proposed changes to the terms and conditions. Significant proposed changes, which could affect the agreement's timely execution, may impact your selection as a successful applicant. **DO NOT COMPLETE AND SUBMIT THE CONTRACT TEMPLATE AS PART OF YOUR RFP APPLICATION:** this is provided for informational purposes only.

APPENDICES

- Appendix A: Standard Contract Template
- Appendix B: Budget Narrative Requirements
- Appendix C: List of Unallowable Costs
- Appendix D: NOA Funding Restriction

APPENDICES

Appendix A – NACCHO Contract Template

NACCHO CONTRACT # 2022- _____ CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

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: _____

With a copy to:
National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM

[Name of Program Staff]

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

Tel. (202) _____

Fax (202) 783-1583

Email: _____@naccho.org

Director, Contracts

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

Tel. (202) 507-4272

Fax (202) 783-1583

Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

CONTRACTOR:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

DUNS No.: _____

Appendix B: Budget Narrative Requirements

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

- **Personnel:** List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct.
- **Fringe Benefits:** Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc. Please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- **Travel:** Specify the purpose and details of the travel.
- **Supplies:** Identify supplies in the detailed budget and the intended use for these supplies (i.e. what activities will the supplies support).
- **Contractual:** Identify each proposed contract and specify its purpose and estimated cost.
- **Other direct costs:** These will vary depending on the nature of the project. This may include activities, monitoring and evaluation, etc.
- **Indirect charge:** Indicate how the rate is applied. If you are proposing more than 10%, please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- **Respond to the following two questions:**
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?

Appendix C: Unallowable Costs

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 re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Food- Direct charges for meals/food and beverages are unallowable charges to this project.
11. Alcohol – Alcohol is expressly unallowable under all circumstances.
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. Please contact me about these exceptions as needed.
16. Legal Costs – Certain legal costs are unallowable. 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.
17. Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration.
18. Equipment purchases over \$5,000, i.e., Vehicles, Medical Devices.

19. Harm Reduction supplies or syringes.

20. Incentives - Incentives for participants to take part in project activities, such as through receiving gift cards or gas cards are typically unallowable, but incentives are allowable under certain circumstances and will require prior approval.

21. Research

22. Clinical care, except where allowable by Federal law

23. Publicity and propaganda (lobbying): Other than for normal and recognized executive-legislative relationships, no funds may be used for:

- Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
- The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:

https://www.cdc.gov/grants/documents/AntiLobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

24. All unallowable costs cited in CDC-RFA-OT18-18020402SUPP21 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

Appendix D: NOA Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See [Additional Requirement \(AR\) 35](#)