

NACCHO

National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

Demonstration Sites in Climate and Health – Small & Rural Counties

National Association of County and City Health Officials (NACCHO)

10/24/2024

SUMMARY INFORMATION

Project Title: Demonstration Sites in Climate and Health

Proposal Due Date and Time: Thursday, December 5, 2024,
11:59 PM PT

Selection Announcement Date: Tuesday, December 17, 2024

Source of Funding: The U.S. Centers for Disease Control and
Prevention

NOA Award No.: #6 NU38PW000037-01-01

CFDA: 93.421

Maximum Funding Amount: \$16,000 per award

Estimated Period of Performance: February 1, 2025 – July 31, 2025; the start date may be
retrospective to the date of fully executed contract

Point of Contact for Questions Regarding this Application: ARoy@naccho.org;
AAlsadi@naccho.org

Special condition of this award: see Appendix D

The National Association of County and City Health Officials (NACCHO) is the voice of the country's over 3,300 local health departments (LHDs). 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 challenges facing communities.

NACCHO supports local efforts to track, prevent, and mitigate the health effects of climate change. According to the NACCHO [Climate Change Policy Statement](#), these efforts include: (1) incorporating climate adaptation and mitigation into land use, housing, and transportation planning; (2) coordinating with stakeholders (including both public and private sector organizations) on acute and chronic disaster planning to prepare communities for extreme and unusual environmental events; (3) coordinating with stakeholders to implement and support programs and policies that reduce greenhouse gas emissions (e.g. renewable energy, green building technology, green infrastructure, and alternative transportation modes); and (4) dismantling policies and investments perpetuating structural racism and discrimination that impact the ability of communities to prepare for, respond to, and recover from climate disasters.

NACCHO, with support from the [Climate and Health Program](#) at the [Centers for Disease Control and Prevention](#) (CDC), intends to award up to two (2) entities for up to \$16,000 each. This funding can be utilized to support climate change and health adaptation initiatives at local organizations. Small and rural health departments will be given preference in this application process ("small" defined as: population served is less than 50,000; rural defined using either the [Office of Management and Budget or the U.S. Census Bureau definition](#)).

NOTE: NACCHO and CDC will host an *optional informational webinar* for interested applicants on

Tuesday, November 5, 2024, from 3:00 – 3:30 PM EST. The purpose of the webinar is to answer questions about this RFA. No new information will be shared during the webinar; as such, applicants do not need to wait for the optional webinar to begin or submit an application. [Register for the webinar](#) to attend. After registering, you will receive a confirmation email containing information about joining the meeting.

ELIGIBILITY AND CONTRACT TERMS

Eligibility

- Be a local government entity or other local organization (e.g., community-based organization) working in climate change and health, or a state, tribal, or territorial government entity proposing a local project with a letter of support from the local government entity. “Local” is here defined as organizations working at county, city, or community levels (e.g., local health department);
- Have experience working on local climate change and health initiatives; and
- Demonstrate the need for funding.
- Entities serving small or rural counties will be given preference, but counties with some rural areas, or applying to serve a small subset of the overall community are still encouraged to apply (small” defined as: population served is less than 50,000; rural defined using either the [Office of Management and Budget or the U.S. Census Bureau definition](#)).

Contract Terms

Selected applicants will enter into an agreement with NACCHO using NACCHO’s standard contract (terms and conditions) attached as Appendix A below. 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 they have read NACCHO’s standard contract language and confirmed in agreement with the terms and conditions.

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
RFA Informational Webinar	November 5, 2024 (3pm EST – 3:30pm EST)
Submission Deadline	October 22, 2024 – December 5, 2024 at 11:59pm PT
Award Notification Date	December 17, 2024
Anticipated Contract Start Date	February 1, 2025
Anticipated Contract End Date	July 31, 2025

PROJECT GOALS & TECHNICAL REQUIREMENTS

A scope of work template further outlining these activities can be found below and represents the deliverables associated with receipt of award which will be incorporated into the contractor agreement (Appendix A).

Selected applicants will be required to:

- Designate one point of contact to serve as the project coordinator. Even if this person will not be leading all project activities, the selected applicant must designate one individual with whom NACCHO will directly communicate on all matters related to this project.
- Adhere to the activities and timeline proposed in the application materials. The designated point of contact should be in communication with NACCHO staff if deliverables must change due to unforeseen circumstances.
- Adhere to NACCHO’s standard contract terms. See Appendix A.
- Complete activities outlined in the scope of work. See below for draft scope of work.

Scope of Work

See the table below for project activities expected of the selected LHDs. For full scope of work, [click here](#).

Deadline for Completion	Activity	Estimated Amount
February 2025	Participate in the NACCHO FY2024 Demonstration Sites in Climate & Health kick-off call .	\$1,000
Variable	Participate in at least 2 check-in calls with NACCHO & CDC. Attendance recorded by NACCHO. (\$1,500 per call, \$1,500 x 2 = \$3,000).	\$3,000
June 30, 2025	Submit a draft for NACCHO Stories from the Field sharing your work and accomplishments. Due June 30, 2025.	\$2,500
July 15, 2025	Invoice 1	Estimated total: \$6,500
July 13, 2025	Submit presentation slides with speaking notes to be used by NACCHO at future webinars and/or conferences; OR a presentation about the work conducted through a NACCHO webinar or national conference. To be completed before NACCHO 360 Annual Conference and submitted to NACCHO staff by July 13, 2025.	\$3,000

July 18, 2025	Attend and present at NACCHO 360 Annual Conference 2025 . Attendance and session name to be recorded by NACCHO. July 14-July 18, 2025 (Anaheim, CA).	\$4,000
July 31, 2025	Submit a final report detailing your process and deliverables (e.g., climate change adaptation plan, integration of health into climate adaptation plan, new communication products). Due July 31, 2025.	\$2,500
August 15, 2025	Invoice 2	Estimated total: \$9,500
	Grand Total	\$16,000

Method of Payment

NACCHO will disburse payment to awardees upon receipt of deliverables per the payment schedule identified in the Scope of Work above. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO Support

NACCHO staff will serve as a resource to the selected LHDs to ensure adequate completion of required project activities 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 monthly opportunities for learning and peer-to-peer networking among awarded LHDs
- Provide direct technical assistance for completion of tasks, including periodic webinars and phone or e-mail consultations.
- Facilitate routine conference calls, webinars, and trainings for awardees.

PROPOSAL RESPONSE FORMAT

Applications for this project will be evaluated by NACCHO and scored based on the following criteria:

- Completed applications. See section A.
- Completed budget justification See section B.
- Completed budget narrative. See section B.

A. Application: Late applications will not be accepted and incomplete applications will not be reviewed.

- Applications can be accessed [here](#).

The following criteria will be used to review application materials in each of the sections below:

1) Statement of Need (40 pts): The applicant will describe the need for funding of activities related to identifying, adapting to, or building resilience to the health impacts of climate change. Include a description of:

- (a) Existing or ongoing climate change and health activities;
- (b) Efforts on addressing health equity within the community; and
- (c) Challenges in completing or advancing these activities (e.g., staffing, training).
- (d) Preference will be given to projects that demonstrate there is no alternative source of funding available at this time for the proposed activities

2) Experience (50 pts): The applicant will briefly describe current projects related to climate and health, for example:

- (a) Public education about the health effects of climate change;
- (b) Partnerships with community-based organizations working in climate and health;
- (c) Performing Community Health Assessments or Community Health Improvement Assessments to identify local priorities;
- (d) Performing Health Impact Assessments to identify impacts on climate and health; and
- (e) Public-facing adaptations such as cooling centers or communication campaigns.

3) Collaboration (10 pts): Applicants demonstrating previous experience working with NACCHO will receive up to 10 additional points (i.e., based on the extent of prior engagement). Previous experience working with NACCHO is not an eligibility requirement.

B. Budget Justification and Narrative:

- Budget worksheet ([download template here](#)): Applicants must provide a detailed line-item budget that adds up to exactly \$16,000. See appendix B for budget guidelines and samples.
- Budget narrative ([download template here](#)): Include a narrative cost justification for each line item and how the amounts were derived. See appendix B for budget guidelines and samples.
- Unallowable expenses: Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFA 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. Please see Appendix C for a list of unallowable expenses.
- Participants are asked to budget for travel for at least one (1) staff member to present in-person or virtually at NACCHO360 Annual conference to be held in Anaheim, CA from July 14-July 18, 2025. Recommended budget of \$1,400+ for travel and \$725+ conference registration per staff to attend the conference.

C. If Applicable: Letter of Support

- Organizations that are not considered LHDs must provide a letter of support from an LHD to be eligible for this opportunity

D. Additional Attachments: Please include and upload the following attachments with your application

- Complete the [Contract Cover Sheet](#)
- Complete the [Vendor Information Form](#)
- Submit [W-9 Form](#)
- Complete the [Certification of Non-Debarment](#)
- Provide proof of active registration with SAM.gov. Upload in application (a screenshot can be uploaded).
 - 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.
- If your Fringe and Indirect rates exceed the 10% de minimis rate OR if you have no approved rates, THEN provide backup documentation to show approved rates and an explanation of Fringe and Indirect rates on letterhead.

* If you are unable to complete any of these forms along with your application and budget, please reach out to ARoy@naccho.org and AAlsadi@naccho.org as soon as possible. NACCHO staff may be able to work with your district to extend the deadline for some of these forms. NACCHO is

committed to supporting its small and rural members.

SELECTION PROCESS

Applications for this project will be evaluated by NACCHO and scored based on the following criteria. Responses provided from the project narrative section will be used to inform the criteria scores.

- Statement of need (40%)
- Experience (50%)
- Collaboration (10%)

Submission Instructions

Applications for this project must be submitted through NACCHO's application website [here](#).

Applicants should:

- Review the requirements and expectations outlined in this RFA.
- 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.
- **All applications must be completed by the deadline of Thursday, December 5, 2024 at 11:59PM PT.**
- The submitted application **must** include the following items to be deemed completed:
 1. [Contract Cover Sheet](#)
 2. Budget worksheet ([download template here](#))
 3. Budget narrative ([download template here](#))
 4. [Vendor Information Form](#)
 5. [W-9](#)
 6. [Certification of Non-Debarment](#)
 7. Provide proof of active registration with SAM.gov. Upload in application (a screenshot can be uploaded).
 8. If your Fringe and Indirect rates exceed the 10% de minimis rate OR if you have no approved rates, THEN provide backup documentation to show approved rates and an explanation of Fringe and Indirect rates on letterhead.
- **Applications and all associated materials should be submitted through [NACCHO's application website](#) by 11:59PM PT on Thursday, December 5, 2024.**
- Questions may be directed to ARoy@naccho.org or AAIsadi@naccho.org.

APPENDICES

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

Appendix A – Standard Contract Template (for review only)

NACCHO CONTRACT #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 _____ (hereinafter referred to as “Contractor”), with its principal place of business at _____.

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 CDC GRANT # 6NU38OT000306-05-05, CFDA # 93.421, 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 _____, and shall continue in effect until _____, 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 _____. 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. _____ invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			

NACCHO Contract 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 25 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. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.
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, Contractor hereby 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. Domestic Preferences for Procurement - Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881): Executive Order 13881 promotes the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf (“COTS”) products. The Buy American Act (“BAA”) restricts the country of origin of goods bought by the U.S. government, requiring the purchase of “manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States.” 41 U.S.C. § 8302(a).

Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration (GSA), and the Executive Office of the President. Consistent with this Order, Contractors shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

Pursuant to §200.322, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products which means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber).

24. 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.
25. 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 email, facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a

notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

<p>FOR NACCHO: National Association of County and City Health Officials Attn: _____ 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) _____ Fax (202) 783-1583 Email: _____ -</p>	<p>With a copy to: National Association of County and City Health Officials Attn: Ade Hutapea, LL.M., CFCM, CCCM Senior Director, Grant & Contracts 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) 507-4272 Fax (202) 783-1583 Email: ahutapea@naccho.org</p>
<p>FOR CONTRACTOR: _____ Attn.: _____ _____ _____ Tel. (_____ Email: _____</p>	

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 : _____
 Name Jerome Chester
 : _____
 Title : Chief Financial Officer
 Date : _____

By : _____
 Name _____
 : _____
 Title : _____
 Date : _____
 Federal Tax ID No.: _____
 UEID: _____
 DUNS: _____

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

Appendix B – Budget Guidance

Samples

- [SAMPLE Budget Worksheet](#)
- [SAMPLE Budget Narrative](#)
- [SAMPLE Fringe Approval Letter](#)

General Guidance

- ✓ **BUDGET:** Applicants should submit a detailed line-item budget of all costs using the Budget Worksheet Template. Please review all instructions on tab 1 (Budget Guidelines) before completing the detailed budget on tab 2.
- ✓ **BUDGET NARRATIVE:** Applicants should submit a separate budget narrative that explains all costs included in the budget and how those costs were derived. Each cost must explain how the expense will support the work/progress of the project.
- ✓ **FRINGE AND INDIRECT COST DOCUMENTATION:** If your budget includes fringe benefits and/or indirect costs (in excess of the 10% de minimis rate), you must submit supporting documentation and proof of the fringe and/or indirect cost rates used. Please see the guidance below for more details.
- ✓ **MATH CHECK:** Please review all expense calculations, line-item subtotals, and your final budget total to ensure accuracy. Any budgets that are more than the award cap will not be reviewed.
- ✓ **UNALLOWABLE EXPENSES & FUNDING RESTRICTIONS:** Please make sure to refer to *Appendix C and D* for a list of unallowable expenses and funding restrictions.

Budget Line Guidance

DIRECT LABOR EXPENSES

Personnel

- Please make sure full information is provided on each staff member budgeted. This includes:
 - Staff member name, position, and brief description of duties
 - Annual salary (NACCHO follows the current salary cap, found [here](#))
 - Percentage of time spent on the project or full-time equivalent calculation (FTE)
 - Total number of months devoted to project

Fringe Benefits

- If the budget includes fringe benefits (in excess of the 10% de minimis rate), you must obtain supporting documentation and proof of the fringe rates used.
 - Proof of fringe calculation or rate: Acceptable documentation of fringe benefits includes:
 - ♣ An approval letter issued by a relevant federal or state agency (e.g., HHS) authorizing your organization to calculate fringe benefits based on a certain percentage of direct salary and wages
 - An excerpt from a financial audit report that outlines the official fringe rate
 - A letter (on your organization letterhead) signed by a financial official that lists the approved fringe rate used by the organization
 - A copy of your accounting procedures or policy that outlines how you calculate fringe rate

- **Itemized list of benefits:** If you don't use a set fringe rate (i.e. calculation using a percentage of salaries and wages), please include an itemized list of fringe benefits for each category of employee or individual staff member in the budget. For example:

Program Coordinator, salary: \$50,000, 1 FTE

Fringe Benefit	% of Salary	Amount Requested
Retirement	5%	\$2,500
FICA	7.65%	\$3,825
Insurance	N/A	\$2,000
TOTAL		\$8,325

OTHER DIRECT EXPENSES

Contractual

- For any consultants or contractors in your budget, make sure to provide a detailed breakdown of their costs and justification for how their services relate to your program objectives. This should include:
 - o Their rate (hourly, daily, monthly, fixed)
 - o The quantity of service provided (hours, days, months, fixed)
 - o Consultant and Subaward must also follow the current salary cap, found [here](#).
 - o Total budget

Supplies and Equipment

- **Supplies:** Supplies means all tangible personal property with a per-unit cost of less than \$5,000. In situations where cumulative supply costs are equal to or greater than \$5,000, a revised budget is submitted to the funder with a detailed supply cost justification.
- Please provide a detailed breakdown of each supply item budgeted and justify how you derived the costs for each item. Your justification should also include how each item relates to your program objectives. For example:

Supply Item	Description & Purpose	Unit Cost	# Needed	Amount Requested
Printing	Print exercise templates, forms, training materials, reports, and project documents	\$0.10/page	1,000 pages	\$100
Office supplies	Pens, notebooks, paper	\$20/month per staff	3 project staff X 12 months	\$720

Software	Microsoft Office and Adobe Acrobat Pro packages to support program activities, data collection, and communications	Microsoft - \$39 Adobe - \$55	1 package X 3 project staff	\$117 \$165
TOTAL				\$1,102

- **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more. Funds may not be used for equipment purchases.

If your budget includes any equipment purchases, you will be required to identify the specific equipment (e.g., “Apple iPad” or “Microsoft Surface” instead of “tablet”) in your budget and budget narrative and certify in the Contract Cover Sheet that the planned purchases will be made from manufacturers and service providers that do not fall under the ban on Chinese service providers (per section 899(b) of the National Defense Authorization Act). See additional information below regarding the ban and how to ensure compliance with this regulation.

- There is currently a [ban](#) on the use of federal funding—which is the source of NACCHO’s funding for this project—for the purchase of certain telecommunications and video surveillance services or equipment from Chinese companies. This includes equipment such as computers, laptops, tablets, cellphones (including cellphone plans), and other products but does not include hotspots or Zoom subscriptions.
- While this funding restriction does not apply to equipment that is being leased or rented—rather than purchased—during the project implementation period, you must still ensure compliance with section 899(b) of the National Defense Authorization Act.
- **Prior Approval: While equipment purchases are not explicitly excluded from our funding agreement with CDC, NACCHO must seek prior approval from CDC for equipment costs included in contractor budgets, which may take up to 4 weeks**

Travel

- You should provide a breakdown of specific costs associated with trips budgeted and how you derived those costs. Be sure to include:
 - Name and Dates of Conference, meeting, training or site visit
 - Breakdown of expenses associated with the trip
 - Mileage: Refer to the IRS website for the current mileage rate. The rate for the period January 1 – December 31, 2024, is \$0.67 per mile. Please note that vehicle fuel and insurance should not be budgeted separately, as these are covered under the federal mileage reimbursement rates for transportation costs.
 - Lodging and meals for travelers, based on location(s) of travel (you may use but should need exceed federal per diem rates)
 - Number of travelers or trips planned
 - Purpose of all planned travel as it relates to the project

Other Expenses

- Please provide a breakdown of specific direct costs budgeted and how each relates to program objectives. You must also specify the percentage of costs attributed to this project.
- Items such as rent, utilities, telecoms, etc. are typically covered under your organization’s indirect costs and should therefore not be budgeted under “Other Expenses” if you are also budgeting for indirect costs.

Indirect Costs

- If the budget includes indirect costs (in excess of the 10% de minimis rate), you must obtain supporting documentation and proof of the indirect cost rates used.
 - Acceptable documentation includes:
 - An approval letter issued by a relevant federal or state agency (e.g., HHS) and signed by the agency and your organization that authorizes your organization’s indirect cost rate
 - An excerpt from a financial audit report that outlines your organization’s indirect cost rate calculation
 - A letter (on your organization’s letterhead) signed by a financial official that lists the indirect cost rate used by the organization
 - A copy of your accounting procedures or policy that outlines how you calculate your indirect costs
 - A cost allocation plan, signed by a financial official, that shows a breakdown of indirect costs and their allocation to the project
 - If the indirect costs are intentionally not calculated using the full direct cost base (e.g. they are calculated on just personnel salaries and wages), please add a note to the budget confirming this is in accordance with your organization’s/agency’s policy for calculating indirect costs.
 - If the indirect rate is 10% (i.e., the de minimis rate) or lower: No proof is needed.

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 (FAR 31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
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. 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 of 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](#) for applicability.