

# NACCHO

National Association of County & City Health Officials

## **REQUEST FOR PROPOSALS**

**Identifying Best Practices to Advance the Local Infant and Young Child Nutrition Infrastructure: The  
First 1,000 Days Nutrition**

**National Association of County and City Health Officials (NACCHO)**

**December 16, 2022**

## SUMMARY INFORMATION

### **Project Title: Identifying Best Practices to Advance the Local Infant and Young Child Nutrition Infrastructure: The First 1,000 Days Nutrition**

**Proposal Due Date and Time:** January 23, 2021, 11:59 PT

**Selection Announcement Date:** February 7, 2022

**Source of Funding:** CDC Division of Nutrition, Physical Activity, and Obesity

**NOA Award No.:** 5 NU38OT000306-04-00

**Maximum Funding Amount:** \$45,000

**Estimated Period of Performance:** 3/1/22-7/31/22

**Point of Contact for Questions Regarding this Application:** [breastfeeding@naccho.org](mailto:breastfeeding@naccho.org)

## OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 3,000 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal departments work to protect and improve the health of all people and all communities. NACCHO provides 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.

With support from the Center for Diseases Control and Division (CDC)'s Division of Nutrition, Physical Activity, and Obesity (DNPAO), NACCHO is pleased to offer a funding opportunity for a consultant to design and lead a series of meetings with the following goals: 1) identify best practices in strengthening infant and young child nutrition infrastructure at the local level; 2) identify needs, challenges, opportunities, and barriers to implementing, scaling, and/or replicating identified practices; 3) analyze data collected through meetings and other engagements and aggregate by organization type, region, setting, and population served; and 4) provide recommendations to support local-level capacity building and improvements on infant and toddler nutrition infrastructure.

Approximately 1 award of up to \$45,000 is available. Selections will be made by February 7, 2022 and the project period will run from the date of contract execution to July 31, 2022. Applications must be submitted no later than January 23, 2022. All necessary information regarding the project and application process may be found in this Request for Proposals (RFP). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing [breastfeeding@naccho.org](mailto:breastfeeding@naccho.org).

## ELIGIBILITY AND CONTRACT TERMS

This RFP is open to individuals or organizations with expertise in local-level infant and young child nutrition and meeting design and facilitation. The ideal applicant will also have expertise in the collective impact framework and health equity. Agreement with NACCHO standard contract terms and conditions ([Appendix A](#)) is a requirement. **No modifications to the terms or contract language will be made.** **Contractors that cannot agree to NACCHO's contract language should not apply for this initiative.**

As part of the application, the contractor will be asked to verify that they have read NACCHO’s standard contract language and has provided a copy to the individual with signing authority at your organization for advanced consideration. Florida applicants should contact NACCHO immediately for a copy of the Florida standard contract. **Note:** *Contingent on CDC approving a no cost extension, the contract can continue with a contract modification and end on December 31, 2022.*

### **SCHEDULE OF EVENTS**

Please note the following deadlines and events for this application:

<b>Event</b>	<b>Date/Time</b>
<b>Submission Deadline</b>	January 23, 2022
<b>Award Notification Date</b>	February 7, 2022
<b>Anticipated Contract Start Date</b>	March 1, 2022
<b>Anticipated Contract End Date</b>	July 31, 2022

### **PROJECT GOALS & TECHNICAL REQUIREMENTS**

The intent of this RFP is to solicit competitive proposals to establish a contract to design and facilitate a series of meetings with the following goals: 1) identify best practices in strengthening infant and young child nutrition infrastructure at the local level; 2) identify needs, challenges, opportunities, and barriers to implementing, scaling, and/or replicating identified practices; 3) analyze data collected through meetings and other engagements and aggregate by organization type, region, setting, and population served; and 4) provide recommendations to support local-level capacity building and improvements on infant and toddler nutrition infrastructure.

#### **Background**

The first years of life represent a critical time for growth, development and establishing life-long healthy behaviors. The first 1,000 days, the period from pregnancy through a child’s second birthday, represent a critical window within the first years for establishing healthy feeding and nutrition patterns to promote healthy growth.<sup>2</sup> For the first time, the United States Department of Agriculture (USDA) has included general nutrition guidelines for this pivotal time in the chapter two (Infant and Toddler Nutrition) of the 2020 – 2025 edition of the Dietary Guidelines for Americans. The key recommendations for this age group include:

- 1- Exclusively breastfeed for the first 6 months
- 2- Introduce nutrient-dense complementary foods about 6 months of age
- 3- Introduce potentially allergenic foods along with complementary foods
- 4- Avoid food and beverages with added sugars
- 5- Limit foods and beverages higher in sodium
- 6- Introduce foods from a variety of food groups
- 7- Repeat exposure to foods
- 8- Use responsive feeding techniques

Many infants and toddlers, however, do not meet these recommendations and have low fruit and vegetable intake, and high amounts of sweets and sugar-sweetened beverages (SSBs). As many as one-third of US infants are given complementary foods before four months. These discrepancies between actual feeding behaviors and the guidelines may have serious implications for infant health and health long-term. Suboptimal breastfeeding, early introduction of complementary foods, and high intakes of sugary foods during early childhood are common risk factors for obesity and other chronic diseases. These shortcomings in infant and toddler feeding and nutrition are not equitably dispersed across the nation. For example, Black and Hispanic infants are more likely to be introduced to solid foods before four months and have a higher intake of sugar-sweetened beverages compared to non-Hispanic white infants. Infants and toddlers from low-income families also have higher rates of consuming added sugars compared to their counterparts from higher-income families. In turn, young children in these communities are at-risk for developing obesity and other negative health outcomes. Therefore, infant, and young toddler nutrition interventions that specifically aim to address social determinants of health and drivers of health inequities are needed.

One driver of poor-quality diets and eating patterns includes food insecurity. Food insecurity occurs when people have limited access to safe and nutritious foods to meet their dietary needs for a healthy life on either a physical, social, or economic level. Implications of food insecurity include earlier cessation of breastfeeding, earlier introduction of complementary foods, and the limiting of healthful food offerings to infants compared to food secure populations. Therefore, interventions aimed at improving food security could in turn have implications for improving infant and toddler nutrition.

The goal for this project is to identify, with the aim of replicating or scaling up, local-level programs and interventions that support the establishment of local continuity of care infrastructure for healthy feeding and nutrition patterns during the first 1,000 days, particularly focusing on infant and toddler feeding as outlined in the 2020-2025 Dietary Guidelines chapter 2. It is expected that the consultant will convene four (4) meetings in total; three in-person meetings (pending COVID-travel restrictions) with local-level implementers, and a virtual meeting with national organizations. Specifically, the consultant will:

- Read the environmental scan report NACCHO conducted on this topic and other key background information determined by NACCHO;
- In collaboration with NACCHO, determine the meeting schedule and strategy (i.e., the number of meetings and number of participants at each (up to 13 participants); the number of meetings focusing on each type of partner, locations of meetings to align with participant strategy);
- In collaboration with NACCHO, develop a participant invitation strategy to maximize geographic diversity, diversity of populations served, types of organizations, levels of expertise, etc;
- Confirm a project timeline indicating the dates of each meeting and tasks and activities that need to be completed over the project period;
- Develop a participant registration form that also assesses capacity in a number of key areas; this tool will guide meeting planning and provide critical information about the field more generally;
- Develop a master meeting agenda to review with CDC and other project partners;
- Develop meeting-specific agendas, facilitation guides, and other meeting resources as needed;
- Develop meeting invitation language, including a blog post, short blurb, and targeted email; NACCHO will disseminate invitations;
- Prepare list of resources to be printed and or delivered to each meeting site;
- Travel on-site to each meeting;
- Facilitate meetings in-person;
- Type up meeting reports for each meeting; and
- Analyze meeting reports and submit a final deliverable summarizing key themes, lessons learned, and recommendations for the future.

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 reading material;
- Provide thought leadership regarding the meeting schedule, strategy, and participant list;
- Send meeting invitations and handle registration;
- Secure travel for meeting participants and consultant(s);
- Contract with hotels and other venues as necessary to host the meetings;
- Provide feedback on agendas, facilitation guides, and other meeting resources;
- Print and ship materials to meetings; and
- Attend each meeting and provide staff to support meeting set up and facilitation.

### **Method of Payment**

NACCHO will pay the selected contractor based on a schedule of deliverables; the number of payment installments will be determined by the scope of work submitted in response to this RFP. Payments will be made upon receipt of deliverables. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

### **PROPOSAL RESPONSE FORMAT & SELECTION CRITERIA**

The proposal narrative must outline the following content:

- A. **Cover Sheet with the following information:**
  - a. Contact name, email address, phone number, and website (if relevant)
  - b. Answers to the following questions (note that these do not impact your score, but are required to facilitate the contracting process):
    - i. Does your organization have prior experience in federal contracting?
    - ii. Has your organization completed a Single Audit?
- B. **Organization Background (10 points)** – Describe your organization mission and structure, and explain why your organization qualifies to be responsive to the requirements of this RFP.
- C. **Qualifications & Experience (35 points)** – Describe your organizational and staff qualifications and experience providing similar goods or services related to planning and hosting nutrition convenings, including identifying potential speakers, developing agenda and summary reports, 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. Include your experience in the infant and young child nutrition field and your experience prioritizing BIPOC families.
- D. **Methodology (35 points)** – Describe, in detail, your proposed methodology for meeting all project requirements, including: background research and preparation; meeting planning, including intentionality around meeting participants; meeting facilitation, specifically for diverse populations; and thematic analysis.
- E. **Project Deliverables & Timeline (15 points)** – Provide a realistic work plan including intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion.
- F. **Budget Proposal (5 points)** – Provide a line item budget, not to exceed \$45,000, that clearly outlines the \$ amount, % of total budget, and a narrative cost justification for each line item.

Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the current Federal Executive Schedule Level II salary cap. See unallowable expenses on [Appendix B](#).
- G. **Attachments** - Please include the following attachments with your application:

- [Vendor Information Form](#)
- [W-9](#)
- [Non-Debarment Form](#)
- Proof of active registration with SAM.gov in accordance and active DUNS number. Proof may include an email confirmation or screenshot. Note that registration with SAM.gov can take up to 30 days, so please register as soon as possible. Registration is free.
- Resumes/CVs for key staff members.
- At least one example of previous work developed that demonstrates the capability to produce the work proposed through this RFP

## **SUBMISSION INSTRUCTIONS**

To submit proposals for this request, applicants should:

1. Review the requirements and expectations outlined in this RFP.
2. Read NACCHO's standard contract ([Appendix A](#)) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made.
3. Write a proposal narrative that includes the elements referenced above.
4. Complete the required attachments.
5. Combine the narrative, budget, and attachments into a single PDF.
6. Email proposal to [breastfeeding@naccho.org](mailto:breastfeeding@naccho.org) with the subject line "Nutrition Meetings RFP." Proposals must be submitted by January 23<sup>rd</sup>. Applications submitted after this deadline will not be considered.
7. 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 email [breastfeeding@naccho.org](mailto:breastfeeding@naccho.org). All applicants will be notified of their status on or around February 7<sup>th</sup>.

## **SELECTION PROCESS**

Each proposal will be reviewed and rated on the following elements:

- Understanding of Project Purpose and Goals: Applicant has a clear understanding of the project goals and deliverables.
- Relevant Personnel Experience: Applicant has clearly documented evidence of his/her (and that of the proposed project staff) subject matter expertise and experience in the proposed content areas.
- Proposed Approach: The proposal includes a clear, feasible, and appropriate plan to effectively meet the goals and deliverables of the project. The proposal includes a reasonable timeline with all deliverables completed within the project period.
- Budget: The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables.

# APPENDICES

## Appendix A:

Contract draft template

NACCHO CONTRACT # 2021- \_ \_ \_ \_ \_

### **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 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
  
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. 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.).

21. 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.”

22. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

23. 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.

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

<i>(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)</i>	
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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.: \_\_\_\_\_

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**

**CONTRACTOR AGREEMENT – ATTACHMENT I**

**SCOPE OF WORK**

*(to be developed based on consultant's proposal)*

## Appendix B:

### **Unallowable costs**

1. Recipients may not use funds for clinical care except as allowed by law.
2. Recipients may not use funds for research.
3. Incentives such as gift cards.
4. Vehicles.
5. Food and beverage requests will be approved on a case-by-case basis and will require the submission of further documentation.
6. Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): Recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:
  - a. Procure or obtain,
  - b. Extend or renew a contract to procure or obtain; or
  - c. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements
7. Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
8. Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration. There are many rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.

9. Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
10. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - o 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
  - o 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,
  - o or Executive order proposed or pending before any legislative body
11. Funding restrictions stated in [CDC-RFA-OT18-1802](#) apply