

Request for Application

Building Local Operational Capacity for COVID-19 (BLOC COVID-19)

Strengthening Local Infection Prevention and Control Capacity

Date of release: June 3, 2020

Applications are due by 11:59PM PT Wednesday, July 1, 2020

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 capacity-building resources that support LHD leaders in developing and implementing public health policies and practices to ensure communities have access to the vital programs and services that protect them from disease and disaster. Additionally, NACCHO engages with federal policymakers on behalf of LHDs to ensure adequate resources, appropriate public health legislation, and sensible policies are in place to address the myriad of public health challenges facing communities.

NACCHO, with support from the Centers for Disease Control and Prevention (CDC) Division of Healthcare Quality and Promotion, will provide funding for the Building Local Operational Capacity for COVID-19 (BLOC COVID-19) demonstration site project. The goal of this project is to enhance local capacity to prevent and respond to coronavirus disease 2019 (COVID-19) by building LHD capacity to conduct infection prevention and control (IPC) assessments, in-person or virtually, and expand collaboration between LHD and community infection prevention partners such as local Association for Professionals in Infection Control and Epidemiology (APIC) chapters.

BACKGROUND

IPC describes a set of practices which aim to prevent the spread of infections, including healthcare-associated infections (HAIs) and emerging infectious diseases in healthcare settings. IPC includes hand hygiene, use of personal protective equipment, safe injection practices, and proper environmental cleaning. Cases of COVID-19, caused by a novel coronavirus, SARS-CoV-2, emerged in late 2019 and have led to deadly outbreaks across the globe. COVID-19 has heightened public awareness of the importance of public health in various healthcare settings, revealed critical opportunities to improve IPC, and illuminated the ripple effects that gaps in IPC can have in healthcare facilities and communities.

NACCHO recognizes the growing LHD role in infection prevention and response and the opportunities to improve infection control expertise, infrastructure, and practice. LHDs are well-positioned to support IPC activities, in settings such as nursing homes, other long-term care facilities, and dialysis centers that would benefit from added support to bolster these practices. These facility types are at high risk for spread of HAIs and emerging infectious diseases like COVID-19¹ due to their congregate nature, the prevalence of underlying chronic conditions among the population served, and shortcomings in proper infection control practices. The Centers for Medicare and Medicaid Services data indicates that the percent of

¹ McMichael, TM., Clark, S., Pogosjans, S., Kay, M., Lewis, J., Baer, A., et al. (2020). COVID-19 in a Long-Term Care Facility — King County, Washington, February 27–March 9, 2020. *Morbidity and Mortality Weekly Report*, 69(12), 339-342.

nursing homes found to have infection control deficiencies has lingered at 40% since 2013.² A public health network that can quickly and effectively respond to emerging infections and help implement prevention and control measures in multiple healthcare settings is vital to the safety of our country, both during the COVID-19 pandemic and beyond.

As outbreaks in facilities continue to rise, it is imperative to mobilize LHDs to support these high-risk settings. CDC has developed Infection Control Assessment and Response (ICAR) tools to assist health departments in assessing infection prevention practices and guide quality improvement activities in various healthcare settings. By employing basic elements of an infection prevention program designed to prevent the spread of infection in healthcare settings, CDC modified the ICAR tool to provide remote or on-site support to nursing homes in preparing for COVID-19. Through this funding opportunity, LHDs will receive funding, capacity building assistance, and technical support to respond to COVID-19 within their jurisdictions and further strengthen their existing IPC activities, including use of the ICAR tool.

FUNDING OVERVIEW AND TIMELINE

NACCHO will issue awards in the form of fixed priced contracts up to \$50,000 to LHD demonstration sites that elect to complete the required activities and up to \$100,000 to LHD demonstration sites that elect to conduct the required and supplemental activities (see Appendix A, Attachment I for additional details in the scope of work template). Applications must be submitted by **July 1, 2020 at 11:59PM PT** and selections will occur on or around July 21, 2020. The project period will begin upon notice of award and shall terminate on July 31, 2021. All necessary information regarding the project and application process is outlined in this Request for Applications (RFA).

NACCHO will host an **optional informational webinar** for potential applicants on June 16, 2020 at 1:00PM ET (12:00PM CT, 11:00AM MT, 10:00AM PT) to review the RFA and respond to questions. Please note that **no new information will be shared during the webinar** and applicants do not need to wait for this optional webinar to begin or submit applications. The webinar will be recorded and posted to NACCHO's Healthcare-Associated Infections (HAIs) webpage as soon as the recording is available. To register visit: http://bit.ly/blocwebinar. Please e-mail any questions to infectiousdiseases@naccho.org.

KEY DATES

Event	Date
Release of BLOC COVID-19 demonstration site project RFA	June 3, 2020
Optional informational webinar for potential applicants	June 16, 2020
Application period closes	July 1, 2020
Anticipated notice of award	July 21, 2020

² U.S. Government Accountability Office. (2020). Infection Control Deficiencies Were Widespread and Persistent in Nursing Homes Prior to COVID-19 Pandemic. Accessed 6/1/2020 at: https://www.gao.gov/assets/710/707069.pdf

ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to LHDs with an interest in understanding their local needs, partnering with IPC subject matter experts, and providing support to high-risk facilities including nursing homes, other long-term care facilities, dialysis centers, and other outpatient settings in their jurisdiction. The applicant should meet the following requirements:

- Interest in addressing COVID-19 and other HAIs at high-risk facilities through IPC
- LHD must have at least one staff member who:
 - o Is willing to participate in a community of practice with other LHDs;
 - o Is willing to coordinate with state and regional partners; and
 - Is willing to conduct ICAR assessments with high risk facilities within their jurisdiction.

Selected LHDs will enter into a contract with NACCHO to complete the deliverables specified in the application. NACCHO will pay each awarded LHD demonstration site in payments in exchange for completion of the assigned scope of work and accepted deliverables. Deliverables will be priced as a percentage of the total award amount. For contracts up to \$50,000, NACCHO will pay the first payment following the assigned percentage of completion of the deliverables and the second payment upon 100% completion of the deliverables. For contracts over \$50,000, NACCHO will provide a payment schedule in accordance with the assigned completion percentage (estimated 3 to 4 payments). Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

PROJECT EXPECTATIONS AND REQUIREMENTS

The NACCHO BLOC COVID-19 demonstration site project seeks to enhance capacity for LHDs to prevent and respond to COVID-19; strengthen IPC practices in high-risk facilities including nursing homes, other long-term care facilities, dialysis centers, and other outpatient settings; and increase coordination among local IPC partners to bolster response efforts.

Required project activities are listed below. Additional financial support will be provided to demonstration sites that apply to undertake supplemental activities. A scope of work template further outlining these activities can be found in Appendix A (see Attachment I) and represents the deliverables associated with receipt of award which will be incorporated into the contractor agreement (Appendix A).

Selected LHDs will be required to:

- Coordinate IPC activities with state health departments and other local IPC partners (e.g., academic universities, infection control practitioners, regulatory agencies) to track COVID-19 infections and respond to possible outbreaks by assisting with prevention and preparedness;
- Collaborate and contract with an IPC content expert (i.e. APIC local chapter, IPC consultant, academic partner, or other IPC subject matter expert) to develop an IPC

training plan for the LHD to implement these activities (e.g., facilitating communications and networking, introductions with facilities, conducting "walk-throughs", reporting, facility assessments, etc.) with healthcare facilities;

- Coordinate and implement outreach and response activities including educating facilities regarding reporting requirements and/or conducting ICAR assessments via telephone, video, or in-person with identified facilities;
- Participate in peer sharing and technical assistance calls facilitated by NACCHO to review progress of planned activities and share lessons learned and practices;
- Participate in evaluation-related activities to track and measure progress towards expressed outcomes; and
- Complete a final report detailing successes, challenges, and lessons learned.

Additional financial support will be provided to LHDs that initiate one or more of the supplemental activities below:

- Provide additional support to high-risk facilities requiring further education or assistance after completing an ICAR
- Develop materials (e.g., checklists, toolkits, educational resources, trainings, handouts, signs) to support LHD implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities
- Leverage volunteers to meet immediate need and build workforce by training and conducting ICAR assessments
- Develop a regional strategic plan to address gaps and improve IPC regional practices
 (e.g. multiple LHDs collaborating on coordinated engagement of a single local APIC
 chapter to address gaps especially for special populations or rural or underserved areas)
- Enhance reporting, understanding, and use of data to respond to outbreaks, infection control and containment needs
- Develop and implement an innovative strategy to build local IPC workforce capacity and address COVID-19

APPLICATION INSTRUCTIONS

Applications for the BLOC COVID-19 demonstration site 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 individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made.
- 3. The submitted application <u>must</u> include the following items to be deemed completed:
 - A cover page that contains the information outlined below

- Narrative (no more than 3 pages) that addresses the three domains described below: need, implementation capacity, and partnerships.
- Anticipated budget (template provided) and budget narrative.
- Completed Vendor Information Form (Appendix C), W-9, Certification of Non-Debarment, and FFATA data collection form (templates provided).
- 4. Applications should be emailed to infectious diseases@naccho.org in one e-mail by 11:59PM PT on July 1, 2020. Submissions after this deadline will not be considered. Please use the subject line "BLOC COVID-19 RFA."
- 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 call 202-507-4204. All applicants will be notified of their status on or around July 21, 2020. All questions may be directed to infectiousdiseases@naccho.org.

SELECTION PROCESS

Applications for the NACCHO BLOC COVID-19 demonstration site project will be evaluated by NACCHO and CDC and scored based on the following criteria:

- Jurisdictional need (30%)
- Capacity to implement the project (30%)
- Willingness and capacity to establish and leverage partnerships (40%)

In addition, reviewers will consider geographic distribution, jurisdictional characteristics, and population size served to ensure diversity in demonstration sites selected.

Applications should include:

- A. Cover Page (this does not count towards the page limit) that includes:
 - Applicant organization name, address, city, and state
 - Size of jurisdiction served (less than 50,000; 50,000 to 499,999; or 500,000 or more people)
 - Characteristic of jurisdiction: rural, urban, suburban, mixed (if mixed, indicate which)
 - Name, phone number, and email for primary point of contact for the application

B. **Project Narrative (3 pages total)** that includes:

1. Statement of need

Description of the impact of COVID-19 on the jurisdiction and the jurisdiction's current response efforts including any existing challenges related to COVID-19 response efforts or any known gaps in IPC at the local level. This should include, but is not limited to:

 Current known burden (number of cases of COVID-19, number of deaths from COVID-19, who is most impacted by this disease in your area); and Information on healthcare facilities (particularly those that might be highrisk, such as nursing homes, other long-term care facilities, or dialysis centers) including any known IPC gaps.

2. <u>Implementation capacity</u>

Describe your organization's capacity to implement this project. This should include, but is not limited to:

- A staffing plan for conducting ICARs or other outreach activities;
- Description of organizational structure (particularly related to roles, responsibilities, and accountability for the project);
- An overview of the current 'baseline' for supporting IPC activities, such as previous training received or work already undertaken; and
- Considerations for sustainability, such as how this project will align with other funding streams; how it builds upon past work and supports future goals; and how enhanced LHD capability or new partnerships might be supported or leveraged beyond the funding period.

3. Partnerships

- a) Describe existing relationships with the state health department HAI
 program and high-risk facilities in your jurisdiction, including opportunities or
 challenges to building those relationships.
- b) Describe the anticipated partnership with an IPC content expert partner (i.e., APIC local chapter, IPC consultant, academic partner, or other IPC subject matter expert in your area)
 - Applicant will describe a plan to sub-contract or otherwise partner with IPC content expert.
 - For applicants who have already identified an IPC content expert partner, describe the existing relationship and how the current collaborative could benefit from enhanced or additional support.
 - Applicants who have not identified an IPC content expert partner will identify anticipated support needed in establishing the collaboration and demonstrate willingness to identify an IPC content expert or partner, which may include listing potential partners and existing relationships.
- C. Supplemental Activities (up to 300 words per additional task selected only for applicants applying for supplemental activities (Tasks A-F) in scope of work template in Appendix A (see Attachment I))
 - For those applicants who are applying for a scope of work that includes supplemental activities (one or more of Tasks A-F), please describe why you have selected the activity (or activities) and the anticipated approach(es). Briefly describe how additional funds would be used to initiate, expand, or scale up activities.
 Consider whether your response should include information on the topics addressed in the baseline application, namely: need, capacity to implement, and partnerships.

D. Budget and Budget Justification

- Refer to the budget template and instructions (note: this will appear in your browser's downloads). The budget will not be included in the scoring criteria but is required for complete application submissions.
- Include a budget narrative (one page or less) to explain 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.
 - 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.
 - Respond to the following two questions at the end of the budget narrative (does not count towards the page limit):
 - Do you have a prior experience in Federal Contracting?
 - Have you completed a Single Audit?

E. Attachments

- Required: Complete and submit the Vendor Information Form (Appendix C)
- Required: Complete and submit the Certification of Non-Debarment
- Required: Submit a W-9
- Required for applications \$25,000 and above: Complete and submit the FFATA data collection form. (This form will be required for all contracts over \$25,000, but if you are not able to complete the form in time for the application deadline, this form can be submitted up to three weeks after the application deadline.)
- Optional: Letters of support, partnership agreements

Questions can be directed to infectious diseases@naccho.org.

APPENDICES

APPENDIX A

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

- 2. <u>PURPOSE OF AGREEMENT</u>: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of ____ GRANT # ____, CFDA # _____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
- 3. <u>TERM OF AGREEMENT</u>: 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. NACCHO and Subrecipient agree that the term of the Agreement may be extended to complete the project to (*insert date*), provided that NACCHO receives an extension of the programmatic activities of the related CDC GRANT and subject to CDC's acceptance and approval for NACCHO to

continue work with Subrecipient, applicable guidance and federal rules and regulations. Without prior approval of CDC nor extension of the related CDC GRANT, NACCHO is not obligated to continue the program or to make any payments for work beyond (*insert date*). Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

4. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.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. Two invoices must be submitted as follows (additional invoices for contracts over \$50,000):

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			

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

ARTICLE II: GENERAL PROVISIONS

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

by the Contractor.

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

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

- 4. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
- 6. <u>CONTINGENCY CLAUSE</u>: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
- 7. <u>INTERFERING CONDITIONS</u>: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
- 8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

- 9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
- 10. <u>TERMINATION</u>: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
- 11. <u>ENTIRE AGREEMENT</u>: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
- 12. <u>PARTIAL INVALIDITY</u>: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
- 13. <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
- 14. <u>ADDITIONAL FUNDING:</u> Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
- 15. <u>REMEDIES FOR MISTAKES</u>: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
- 16. <u>COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS</u>: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set

forth therein.

- 17. <u>EQUAL EMPLOYMENT OPPORTUNITY:</u> Pursuant to 2 CFR 200 Subpart D, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 18. <u>DEBARRED OR SUSPENDED CONTRACTORS:</u> Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
- 19. <u>LOBBYING RESTRICTIONS AND DISCLOSURES:</u> Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. <u>COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:</u> Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 21. <u>WHISTLEBLOWER PROTECTION:</u> Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
- 22. <u>EXECUTION AND DELIVERY:</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
- 23. <u>NOTICE</u>: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City Health Officials Attn: [Name of Program Staff] 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) Fax (202) 783-1583 Email: @naccho.org	With a copy to: National Association of County and City Health Officials Attn: Ade Hutapea, LL.M., CFCM Lead Contracts Administrator 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 sig for and on behalf of, the respective parties.	ning below warrant that they are duly authorized to sign		
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

Task 1: Completed within 30 days of receiving contract from NACCHO:

- Submission of signed contract
- Completion of pre-assessment provided by NACCHO

Task 2: Building local health department (LHD) capacity for outreach and response activities including educating facilities regarding reporting requirements and/or implementation of CDC's Infection Control Assessment and Response (ICAR) tool, completed no later than October 31, 2020:

- Identification of an IPC content expert partner (i.e. the Association for Professionals in Infection Control and Epidemiology (APIC) local chapter, IPC consultant, or other IPC subject matter expert in your area) and development of an agreement with said partner
- Development, in partnership with the identified IPC content expert partner, of a customized IPC training plan for LHD staff to implement CDC's COVID-19 infection assessment, prevention, and control guidance at the local level

Task 3: Coordination and implementation of outreach and response activities including educating facilities regarding reporting requirements and/or conducting ICAR assessments with high-risk facilities, completed no later than July 31, 2021

- Identify stakeholders also engaging with high-risk facilities on IPC activities, including the state healthcare-associated infection (HAI) program, and other relevant agencies such as the state surveyors or licensing agencies, Veterans Affairs, the Federal Emergency Management Agency, academic institutions, and/or regional public health and healthcare coalitions (e.g., Quality Innovation Network-Quality Improvement Organizations [QIN-QIOs])
- Coordinate with the state HAI program and, if appropriate, other stakeholders on engaging highrisk facilities
- Identify and develop a prioritized list of facilities to target for outreach and response activities
- Complete and track outreach and response activities including ICAR assessments (via telephone, video chat, or in-person)

Task 4: Coordination with NACCHO and participation in peer sharing and technical assistance opportunities, completed no later than July 31, 2021:

- Participation in community of practice calls and/or check-in polls
- Completion of mid- and post-assessment*
- Submission of end of project report to articulate challenges, lessons learned, successes, and future needs and final evaluation measures as requested by NACCHO*
- Support of at least one communications product to share lessons learned and best practices, as requested*

^{*}Templates for these deliverables will be provided by NACCHO in advance of due date.

Supplemental Activities

In addition to the baseline activities listed above, applicants may (but are not required to) select one or more of the activities below for additional funding. Applicants who do include the supplemental activities should address them in Section C and in their proposed budget and budget justification.

Task A: Provision of additional support to high-risk facilities requiring further education or assistance, completed no later than July 31, 2021:

 Documentation of participation in calls or visits with high-risk facilities who have completed an ICAR (conducted by the applicant or by the state HAI program or other entity) to provide additional education or assistance to address gaps identified through the assessment. (Applicant should estimate and justify the number of calls or visits anticipated.)

Task B: Development of materials (checklists, toolkits, educational resources, trainings, handouts, signs, etc.) to support LHD implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities completed no later than July 31, 2021.

Task C: Leveraging volunteers to conduct ICARs (in person or via telephone or video chat), completed no later than July 31, 2021:

- Development of a plan to identify, recruit, coordinate, and train volunteers to conduct ICARs (via telephone, video, or in-person)
- Tracking document showing number of ICAR assessments completed by volunteers (*Applicant should estimate and justify the number of calls or visits anticipated.*)
- Tracking document showing LHD staff provision of education, clarification, or additional assessment as follow-up on ICAR assessments conducted by volunteers

Task D: Development of a regional approach or strategy for IPC, completed no later than July 31, 2021:

 Development of an approach or strategy document and materials reflecting coordination of local infection assessment, prevention, and control activities with partners at the state, local, and/or regional level such as public health leaders, preparedness programs, and state and regional HAI programs

Task E: Enhancement in reporting, understanding, and use of data to respond to outbreaks, infection control and containment needs, completed no later than July 31, 2021:

 Documentation of activities to assess and strengthen reporting to and use of data from COVID-19, influenza-like-illness, and other data streams or systems (e.g. NHSN COVID-19 modules) for outbreak response and improved IPC, in coordination with state and regional HAI programs, healthcare coalitions, and/or healthcare systems*

Task F: Other proposed activity and associated deliverables that the applicant determines to build local IPC capacity and address the specific IPC needs in the jurisdiction.

APPENDIX B

List of unallowable costs:

NACCHO reserves the right to request a revised cost proposal, should CDC determine applicant's proposed cost as unallowable. Below is sample of unallowable costs, compiled from the Federal Acquisition Regulation (FAR) as a general reference:

- 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 propectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.
- 2. Donations/Contributions (FAR 31.205-8)
- 3. Entertainment (FAR 31.205-14) The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs and similar organizations are unallowable.
- 4. Contingencies (FAR 31.205-7)
- 5. Bad Debts (FAR 31.205-3)
- 6. Fines and Penalties (FAR 31.205-15) The costs of fines and penalties for violating federal, state or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.
- 7. Goodwill (FAR 31.205-49) The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
- 8. Losses on Contracts (FAR 31.205-33) The excess of cost over income on any contract is unallowable. This includes the contractor's share of any cost contribution on cost sharing agreements.
- 9. Organizational (FAR31.205-27) Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or reorganization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
- 10. Alcohol Alcohol is expressly unallowable under all circumstances.
- 11. Food-- Direct charges for meals/food and beverages are unallowable
- 12. Promotion this cost is unallowable if the primary purpose is to promote a company's image or products or service.
- 13. Personal Use Personal use of anything as compared to business purpose is unallowable.
- 14. Profit Distribution Any cost presumed to be a distribution of profits is unallowable in all cases.
- 15. First Class Air Fare First class air fare is unallowable in most cases. There are a few exceptions, but are available in rare circumstances. Please contact me about these exceptions as needed.
- 16. Legal Costs Certain legal costs are unallowable. In order for legal costs to be allowable the costs must be documented by scope of work, rate description and work product. 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. There are many rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.
- 18. The second one is Circumstantial Unallowable Costs. These costs are either allowable or unallowable depending on the special and unique circumstances that embody numerous exceptions and special

rules. The majority of cost items addressed by FAR 31.2 fall into this category. The rules and exceptions are to voluminous to include here. Please contact NACCHO with specific questions about what is allowable.

APPENDIX C

Vendor Information Form

Organization			
Official Name of Organization:			
NACCHO Member #			
DUNs Number			
EIN Number:			
Size of Population Served			
Street Address:			
City:	State:	Zip:	
Primary Contact			
Name:			
Title:			
Organization:			
Address (if different from above):			
Telephone:	Fax:		
Email Address:		_	
Person to Receive Contract from NA Name:	ACCHO for Signature		
Email Address:			
Authorized Signer for Contract			
Name:			
Title:			
Organization:			
Address (if different from above):	-		
Telephone:	Fax:		
Accounts Payable Information			
Name (Attn):			
Address (if different from above):			
Telephone:	Fax:		