NACCHO

National Association of County & City Health Officials

Request for Application

Building Local Operational Capacity for COVID-19, Healthcare-Associated Infections, and Antimicrobial Resistance (BLOC COVID-19 +)

Strengthening local infection prevention and control capacity

Date of release: October 13, 2021

Application due date: 5:00PM PT on November 24, 2021

SUMMARY INFORMATION

Project title	Building Local Operational Capacity for COVID-19, Healthcare-Associated Infections, and Antimicrobial Resistance (BLOC COVID-19 +)
Proposal due date and time	November 24, 2021 at 5:00PM PT
Selection announcement date	December 17, 2021
Source of funding	CDC
NOA Award No.	6 NU38OT000306-04-01
Maximum funding amount	$100,000
Point of contact for questions regarding this application	*Infectious Disease Program* infectiousdiseases@naccho.org
Special conditions of this award	See Appendix B

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 supports LHDs in developing and implementing public health policies and practices that afford communities access to 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 for LHDs and appropriate public health legislation and 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 Promotion, will provide funding for the *Building Local Operational Capacity for COVID-19, Healthcare-Associated Infections, and Antimicrobial Resistance* (BLOC COVID-19 +) demonstration site project. The goal of this project is to enhance local capacity to prevent and respond to COVID-19 and other healthcare-associated infections (HAIs) and antimicrobial resistant (AR) threats. Specifically, this project aims to strengthen LHD capacity in the following areas:

- Preventing and responding to outbreaks;
- Conducting infection prevention and control (IPC) assessments;
- Providing IPC training, education, and support to facilities;
- Coordinating efforts and establishing roles with the state HAI/Antibiotic Resistance (AR) programs; and
- Expanding collaboration between LHDs, healthcare facilities in their jurisdictions, and infection prevention partners in the community.

LHDs will work with facilities with patient populations at high-risk for severe illness and death and particularly those that serve individuals and communities at risk for experiencing healthcare inequities. This project will continue and expand upon the first year of the BLOC COVID-19 Demonstration Site project by allowing LHDs to go beyond COVID-19 response and address other HAIs and AR pathogens. Anticipated project outcomes include strengthened relationships with facilities and partners; enhanced LHD capacity and confidence in assessing and supporting IPC practices in high-risk facilities; improved implementation of IPC in high-risk facilities; and decreased rates of and/or negative outcomes associated with COVID-19, HAIs, and AR pathogens in those settings.

BACKGROUND

Healthcare IPC describes a set of practices which aim to prevent and control the spread of infections, including HAIs, AR pathogens, and emerging infectious diseases (e.g., COVID-19), in healthcare settings. IPC includes practices such as hand hygiene, use of personal protective equipment, safe injection practices, and environmental cleaning and disinfection. COVID-19 heightened public awareness of the important role public health plays in promoting patient and worker protections across the healthcare spectrum; the pandemic response also revealed critical opportunities to improve healthcare IPC and illuminated the effects that gaps in IPC can have in facilities and communities. The pandemic further illustrated the deadliness of continued disparities in health outcomes in groups of people who have systematically experienced greater obstacles to health based on racial and ethnic identity, socioeconomic status, gender, age, mental health, cognitive, sensory, or physical disability, sexual orientation or gender identity, geographic location, or other characteristics historically linked to discrimination or exclusion.[1]

NACCHO recognizes the growing role LHDs play in responding to HAI/AR threats and strengthening infection control expertise, partnerships, and practices within their communities. LHDs are well-positioned to improve healthcare IPC knowledge and practices within their community, including by responding to HAI/AR cases, clusters, and outbreaks; assessing practices to identify gaps; providing continued assistance until infection control gaps have been addressed; sharing resources; and providing education to facility healthcare personnel. LHDs can support IPC enhancement in all healthcare settings and facilities but especially those with patient populations at high-risk for severe illness and death,[2] including long-term care facilities, dialysis centers, and critical access hospitals. It is imperative LHDs explore opportunities to offer more robust support to healthcare facilities as outbreaks of COVID-19, HAIs, and AR pathogens continue to rise. This should be done in collaboration with the state HAI/AR programs, which have been funded by CDC since 2009 to prevent HAIs, protect patients and healthcare personnel, to advance the detection and response to HAI and AR threats, and promote antibiotic stewardship. A public health-healthcare network that quickly and effectively responds to emerging infections and helps implement prevention and control measures across healthcare settings and facilities has the ability to preserve and promote the health of communities, during the COVID-19 pandemic and beyond.

This funding provides an opportunity for LHDs to expand their approach to healthcare IPC activities by building capacity, coordinating with partners, establishing roles, responsibilities, and coordination mechanisms, and working with facilities to prevent and control COVID-19, HAIs, and AR pathogens.

FUNDING OVERVIEW AND TIMELINE

NACCHO will issue awards in the form of fixed-price contracts to LHDs. LHDs that elect to complete the required activities may receive up to $70,000; LHDs that elect to conduct the required and supplemental activities may receive up to $100,000 (see Appendix A, Attachment I for additional details in the scope of

[1] Lopez, L., Hart, L. H., & Katz, M. H. (2021). Racial and ethnic health disparities related to covid-19. JAMA, 325(8), 719–720.

[2] Bagchi S, Mak J, Li Q, et al. (2021). Rates of COVID-19 Among Residents and Staff Members in Nursing Homes — United States, May 25–November 22, 2020. MMWR Morbidity and Mortality Weekly Report 2021;70:52–55.

work template). Applications must be submitted by November 24 at 5:00PM PT and selections will occur on or around December 17, 2021. The project period will begin January 2, 2022 and will end July 31, 2022. Contingent on CDC approving a no cost extension, the project will continue (with a contract modification) to end on June 30, 2023. 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 November 2, 2021 at 2:00PM ET (1:00PM CT, 12:00PM MT, 11:00AM PT) to review the RFA and respond to questions. Register for the webinar by clicking here. Please note that no new information will be shared during the webinar and applicants do not need to wait for the optional webinar to begin or submit applications. The webinar will be recorded and the recording posted on the RFA announcement page on NACCHO's website when available. A regularly updated Frequently Asked Questions document will also be posted on the RFA announcement page. Please e-mail any questions to infectiousdiseases@naccho.org.

Key dates

Event	Date
Release of BLOC COVID-19 + demonstration site project RFA	October 13, 2021
Optional informational webinar for potential applicants	November 2, 2021
Application period closes	November 24, 2021 (5:00PM PT)
Anticipated notice of award	December 17, 2021

ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to LHDs interested in assessing their local HAI/AR response and healthcare IPC capacities and needs, partnering with IPC subject matter experts, and supporting healthcare IPC activities at facilities in their jurisdictions. For this project, LHDs should partner with high-risk facilities, where high-risk includes long-term care facilities, congregate-living facilities, dialysis centers, other outpatient settings, critical access hospitals, and other healthcare facilities that serve people and communities who experience health disparities. People and communities who experience health disparities include those marginalized due to racial and ethnic identity, age, physical ability, primary language spoken, gender identity, and sexual orientation and people who live in rural, frontier, or medically underserved areas.

Applicants for this funding opportunity should meet the following requirements:

- Interest in addressing COVID-19 and other HAI/AR threats through IPC activities at high-risk facilities in their jurisdiction, particularly those that serve people and communities who experience health disparities, and collaboration and coordination with the state HAI/AR Program and other partners.
- Have at least one person who works at the LHD who will:
    - Participate in a monthly community of practice with other LHDs;
    - Coordinate with local, state, and regional partners; and
    - Support IPC practices at facilities within their jurisdiction, through assessment, education, sharing of resources, and identification of and response to outbreaks.

Selected LHDs will enter into a contract with NACCHO to complete the required activities outlined below. 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. The scope of work will outline an invoicing schedule to include at least two invoices. 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 and other HAI/AR threats by strengthening IPC knowledge within their own departments in order to provide support for IPC practice improvements in healthcare settings, especially those with patient populations at high risk for severe illness and death, including long-term care facilities, dialysis centers, critical access hospitals, and facilities that serve people and communities caring for residents experiencing healthcare inequities. The project also provides an opportunity to increase coordination and bolster local HAI/AR and COVID-19 outbreak response efforts among public health, healthcare, healthcare quality improvement, infection prevention, and community partners.

Required project activities and optional supplemental 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 (see Appendix A).

Required project activities

Selected LHDs who will be required to:

- Conduct a scan of LHD staff capacity related to HAI/AR response and IPC (e.g., assess IPC training needs and knowledge gaps, understand state HAI/AR program and strategy, identify opportunities for developing partnerships);
- Develop a customized IPC training plan for one or more LHD staff to support the skills needed to conduct COVID-19, HAI, and AR pathogen outbreak investigations and assessments (e.g., ICARs) and to support training and education to facilities;
    - NOTE: LHDs previously funded for BLOC COVD-19 work will *update* the customized IPC training plan for LHD staff developed during the first year of funding to include content for strengthening the abilities of LHD staff to address HAIs and AR.
- Execute an agreement with an IPC content expert (e.g., Association of Professional in Infection Prevention (APIC) local chapter, state HAI/AR program, IPC consultant, academic partner, other IPC subject matter expert) who will support the scan of LHD staff capacity related to IPC, development of the LHD staff training plan, and help implement other activities as needed;
- Engage with the state HAI/AR program to: (a) develop a coordinated approach outlining health department roles, responsibilities, expectations, coordination mechanisms, and LHD and state alignment for preparedness and response strategies; and (b) leverage available COVID-19 and HAI/AR data to respond to and prevent possible outbreaks and identify and prioritize types and locations of facilities for the LHD to engage on healthcare IPC, with an emphasis on facilities serving people who experience health disparities;
- Identify and coordinate with stakeholders also engaging with high-risk facilities (e.g., state surveyors or licensing agencies; the Federal Emergency Management Agency; academic

institutions; regional public health and healthcare coalitions; local or regional boards of health; state or local offices of rural health; state or local chapters of APIC; Rural Health Associations; Quality Improvement Networks-Quality Improvement Organizations (QIN-QIO); state or local tribal organizations; minority health associations; state or local patient safety and healthcare quality initiatives, including those funded by Centers for Medicare and Medicaid Services (CMS), Agency for Healthcare Research and Quality (AHRQ), Health Resources and Services Administration (HRSA) or other federal agencies; associations representing high-risk facility staff or residents; groups working towards health equity);

- Work with and support high-risk facilities in the jurisdiction on COVID-19, HAI, and AR prevention and control activities. This includes assessment, outreach, and response activities including conducting ICAR assessments via telephone, video, or in-person with identified facilities; providing continued assistance until infection control gaps have been addressed; sharing resources; and leveraging CDC's Project Firstline tools and resources, providing education and training for facilities' staff;
- Participate in monthly peer-to-peer sharing and capacity building 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.

Supplemental activities

Additional financial support is available to LHDs for completion of supplemental activities. LHDs may receive up to $10,000 per activity for up to three ($30,000 total maximum) of the optional supplemental activities below:

- Convene facilities and partners to develop a local network for supporting high-risk facilities through education and peer sharing;
- Adapt, compile, collate, or 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, AR, and emerging threats (e.g., COVID-19) in facilities;
- Develop a regional coordinated approach—which can include development of a strategic plan for approaching IPC, COVID-19, and/or HAIs in high-risk facilities, mentoring or sharing resources with other LHDs, and/or other activities to strengthen IPC across several LHDs and jurisdictions—in conjunction with the state health department HAI/AR program and other LHDs;
- Enhance facility reporting and LHD understanding and use of data to prevent, identify, and respond to outbreaks and support IPC best practices; and/or
- Other proposed activity, along with associated deliverables applicants deem necessary to build local IPC capacity and address the specific IPC needs in the jurisdiction.

APPLICATION INSTRUCTIONS

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. Email in one email a completed application to infectiousdiseases@naccho.org by 5:00PM PT on November 24, 2021. Submissions after this deadline will not be considered. Please use the subject line "BLOC COVID-19 + RFA."

   The submitted application should use single-spaced, Times New Roman, 12-point font, with standard margins and must include the following items to be deemed completed:

   a. Cover page that contains the information outlined below;
   b. Narrative that is no more than three pages that addresses the three domains described below: jurisdiction need, implementation capacity, and partnerships;
   c. Anticipated budget (template provided) and budget narrative (no more than one page); and
   d. Completed Vendor Information Form, W-9, Certification of Non-Debarment, and FFATA data collection form (templates provided).
4. 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 of receipt of application within 2 business days, please call 202-507-4204. All applicants will be notified of their status on or around December 17, 2021. 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:

Criteria	Weight	Cumulative weight
Jurisdiction need	30%	30%
Capacity to implement the project	30%	60%
Willingness and capacity to establish and leverage partnerships	40%	100%

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

Applications should include:

Section	Details	Page/word limitations
Cover page	The cover page must include the following information: • Applicant organization name, address, city, and state; • Size of jurisdiction served (i.e., less than 50,000; 50,000 to 499,999; or 500,000 or more people); • Characteristic of jurisdiction (i.e., rural, urban, suburban, mixed (if mixed, indicate which)); • Counties served by the LHD; and • Name, phone number, and email for primary and secondary points of contact for the project.	None; does not count toward page limit

Section	Details	Page/word limitations
Project narrative	***Jurisdiction need*** Description of the impact of COVID-19 and/or HAIs/AR on the jurisdiction and the jurisdiction's current 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 of COVID-19 and/or HAIs/AR (e.g., number of cases; number of deaths from COVID-19, HAIs, or AR; emerging threats; who is most impacted in your area); and • Information on healthcare or other facilities particularly those that serve people and communities caring for people who experience health disparities. People and communities who experience health disparities include those marginalized due to racial and ethnic identity, age, physical ability, primary language spoken, gender identity, and sexual orientation and people who live in rural, frontier, or medically underserved areas (you may choose to reference the Medically Underserved Areas/Populations designation). NACCHO will incorporate the CDC/ATSDR Minority Health Social Vulnerability Index score (MH SVI) in the scoring process after a completed application is received. ***Implementation capacity*** Describe your organization's capacity to implement this project. This should include, but is not limited to: • A staffing plan for project execution/implementation; • 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, work already undertaken, known LHD IPC training/knowledge gaps, or perceived barriers to implementation; and • Considerations for sustainability, such as how this project will align with other funding streams; how it builds upon past work and supports future goals; and how enhanced LHD capability or new partnerships might be supported or leveraged beyond the funding period. ***Willingness and capacity to establish and leverage partnerships*** • Describe existing relationships with the state health department HAI/AR program and the expected process to coordinate LHD HAI/AR activities with the state program. Applicants must confirm that intention to apply for this opportunity has been communicated to the state health department HAI/AR program. • Describe the facilities in your jurisdiction that you plan to engage, including opportunities or challenges to building those relationships. • Describe the existing or anticipated partnership with an IPC content expert (e.g., APIC local chapter, IPC consultant, academic partner, or other IPC subject matter expert in your	Three pages

Section	Details	Page/word limitations
	area), including a plan to sub-contract or otherwise partner with IPC content expert. ○ Applicants who identified an IPC content expert partner should 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 should 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 • Describe existing or anticipated partnerships with local organizations that represent the intended populations (e.g., long term care organizations, dialysis organizations, state surveyors, medical boards, rural health organizations, tribal organizations, ethnic or religious groups). ***Special requirement for previously-funded LHDs*** LHDs who received funding through the first year of the BLOC COVID-19 demonstration site project should speak to how this work will build on previous BLOC COVID-19 project activities.	
Supplemental activities narrative	Applicants applying for supplemental activities (i.e., Tasks A-E in scope of work template in Appendix A, Attachment I) should, for each supplemental task applied for: • Describe why you selected the activity; • Describe your anticipate approach to conduct the activity; • Briefly describe how additional funds would be used to initiate, expand, or scale-up activities; and • Consider whether your response should include information on the three topics addressed in the main project narrative (i.e., jurisdiction need, capacity to implement, partnerships).	300 words per supplemental activity; does not count toward three-page project narrative limit
Budget and budget justification	***Budget*** 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. ***Budget justification*** Develop a budget justification that explains each line-item and how the amounts were derived. See detailed guidance below. • Personnel: List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct. • Fringe Benefits: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance. Documentation of fringe and indirect rates will be requested for contracting. • Travel: Specify the purpose and details of the travel.	Budget justification: one page or less

Section	Details	Page/word limitations

	• Supplies: Identify supplies in the detailed budget and the intended use for these supplies (i.e., what activities will the supplies support). Note from Appendix B (unallowable costs): funds may not be used for equipment purchases.
	• 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 prior experience in Federal Contracting?
	  ○ Have you completed a Single Audit?	

Attachments	***Required for all applications*** • Complete and submit the Vendor Information Form (Appendix C) • Complete and submit the Certification of Non-Debarment • Submit a W-9 ***Required only for applications $25,000 and more*** • 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.) • Proof of active registration with SAM.gov in accordance with active DUNS number. ***Optional*** • Letters of support • Partnership agreements	N/A

APPENDICES

Appendix A

NACCHO CONTRACT # 2020- _ _ _ _ _ _

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. 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.

3. TERM OF AGREEMENT: The term of the Agreement shall begin on January 2, 2022 and shall continue in effect until July 31, 2022 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 June 30, 2023, 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. NACCHO has been approved through "Expanded Authority" to temporarily continue the program while waiting for the extension approval. 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 (more 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. 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.

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

By: _______

Name: Jerome Chester_____

Title: Chief Financial Officer _____

Date: _______

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.:

DUNS No.:_____

Attachment 1

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 no later than *date*:

- Report of results from scan or assessment of LHD staff training needs related to IPC.
- Development of a customized IPC training plan for LHD staff to strengthen the ability to support high-risk facilities in COVID-19, HAI, and AR prevention and control, including conducting COVID-19 and HAI outbreak investigations and assessments (such as ICARs) and providing training and education to facilities
    - NOTE: LHDs who were previously funded for BLOC COVD-19 work will *update* the customized IPC training plan for LHD staff developed during the first year of funding to include content for strengthening the abilities of LHD staff to address HAIs and AR
- Development of an agreement with an IPC content expert partner (e.g., the Association for Professionals in Infection Control and Epidemiology (APIC) local chapter, State HAI/AR program staff, IPC consultant, or other IPC subject matter expert in your area) to either lead or support LHD staff assessment and training, as well as to provide support in implementation of other activities, as needed.
- Tracking document showing LHD staff completion of training plan (staff roles, progress)

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

- Creation or documentation of a coordinated approach (strategy or plan) developed in conjunction with the state health department HAI/AR program to:
    - Outline health department roles, responsibilities, expectations, coordination mechanisms, and LHD and state alignment for COVID-19 preparedness and response strategies; and
    - use available COVID-19 and HAI/AR infection data respond to and prevent possible outbreaks and identify and prioritize types and locations of facilities for the LHD to engage on healthcare IPC, with an emphasis on facilities serving populations at risk for experiencing healthcare inequities, including individuals and populations in rural, frontier, or medically underserved areas and marginalized due to racial and ethnic

identity, age, physical ability, primary language spoken, gender identity, and sexual orientation.

- Summary report detailing a) initial scan for and b) engagement and coordination over the course of the project with stakeholders also engaging with high-risk facilities. Examples of stakeholders include:
    - State surveyors or licensing agencies; the Federal Emergency Management Agency; academic institutions; regional public health and healthcare coalitions; local or regional boards of health; state or local offices of rural health; state or local chapters of APIC; Rural Health Associations; Quality Improvement Networks/Quality Improvement Organizations (QIN/QIO); state or local tribal organizations; minority health associations; state or local patient safety and healthcare quality initiatives, including those funded by Centers for Medicare and Medicaid Services (CMS), Agency for Healthcare Research and Quality (AHRQ), Health Resources and Services Administration (HRSA) or other federal agencies; and associations representing high-risk facility staff or residents.
    - Stakeholders can also engage high-risk facilities on related activities, including preparedness, health equity, immunization, food safety, etc.
- Complete and track at least X number of outreach and response activities including ICAR assessments (via telephone, video chat, or in-person), provision of assistance, sharing resources, and providing education and training for facility staff.

Task 4: Coordination with NACCHO and participation in peer sharing and technical assistance opportunities, completed no later than *date*:

- Participation in at least 80% of monthly 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*

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

SUPPLEMENTAL ACTIVITIES

Task A: Documentation of coordination, planning, and facilitation of meetings to develop a local network for supporting high-risk facilities through education and peer sharing, completed no later than *date*.

Task B: Adaption, compilation, collation, or development of materials (e.g., checklists, toolkits (an ordered completion of tools with explanations for use), educational resources, trainings, training plans, handouts, signs, etc.) to support LHD implementation of federal guidance related to monitoring and responding to HAIs, AR, and emerging threats including COVID-19 in high-risk facilities, completed no later than *date*.

Task C: Development of a regional coordinated approach or strategy for IPC, completed no later than *date*:

- Developed in conjunction with the state health department and other LHDs. This can include a strategic plan for approaching IPC, COVID-19, and/or HAIs in high-risk facilities; mentoring or sharing resources with other LHDs; and/or other activities to strengthen IPC across several LHDs and jurisdictions.

Task D: Enhancement in facility reporting and LHD understanding and use of data to prevent and respond to outbreaks and mitigate infection control needs no later than *date*::

- Documentation of activities to assess, enhance, access, or strengthen reporting to and/or use of data. This can include COVID-19, influenza-like-illness, and other data streams or systems (e.g., NHSN COVID-19 modules; line lists of facilities within a jurisdiction; state reporting data)

Task E: 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

Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of the current Federal Executive Schedule Level II salary cap. NACCHO reserves the right to request a revised cost proposal, should CDC determine applicant's proposed cost as unallowable. Below is sample of unallowable costs, compiled from the Federal Acquisition Regulation (FAR) as a general reference:

1. Interest Expense (FAR 31.205-20) is unallowable however represented including bond discounts, costs of financing and refinancing capital including associated costs. Some associated costs include related legal and professional fees incurred in connection with prospectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.

2. Donations/Contributions (FAR 31.205-8)

3. Entertainment (FAR 31.205-14) – The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs and similar organizations are unallowable.

4. Contingencies (FAR 31.205-7)

5. Bad Debts (FAR 31.205-3)

6. Fines and Penalties (FAR 31.205-15) – The costs of fines and penalties for violating federal, state, or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.

7. Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.

8. Losses on Contracts (FAR 31.205-33) – The excess of cost over income on any contract is unallowable. This includes the contractor's share of any cost contribution on cost sharing agreements.

9. Organizational (FAR31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or reorganization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.

10. Alcohol – Alcohol is expressly unallowable under all circumstances.

11. Food-- Direct charges for meals/food and beverages are unallowable

12. Promotion – this cost is unallowable if the primary purpose is to promote a company's image or products or service.

13. Personal Use – Personal use of anything as compared to business purpose is unallowable.

14. Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.

15. First Class Air Fare – First class air fare is unallowable in most cases. There are a few exceptions, but are available in rare circumstances.

16. Legal Costs – Certain legal costs are unallowable. In order for legal costs to be allowable the costs must be documented by scope of work, rate description and work product. Claims against the government and Defense of certain fraud proceedings are unallowable.

17. Travel Costs – Hotel, meals and incidentals generally are unallowable if they exceed on a daily basis the Federal Travel Per Diem Rates published by the General Services Administration. There are many rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.

18. Circumstantial Unallowable Costs. These costs are either allowable or unallowable depending on the special and unique circumstances that embody numerous exceptions and special rules. The majority of cost items addressed by FAR 31.2 fall into this category. The rules and exceptions are too voluminous to include here.

Please contact NACCHO with specific questions about what is allowable.

Funding Restriction Language from Notice of Funding Opportunity:

Funding Restrictions:

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

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

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

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

Restrictions Related to Projects Funded through Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental

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