

# NACCHO

National Association of County & City Health Officials

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## Request for Applications

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### **Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance (HAI/AR) Project**

*Strengthening capacity of healthcare-associated infections (HAIs) and  
antimicrobial resistant (AR) prevention and response*

**Date of release: November 9, 2022**

**Application due date: 5:00 PM PT on December 12, 2022**

## SUMMARY INFORMATION

<b>Project title</b>	Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance (HAI/AR) Project
<b>Proposal due date and time</b>	December 12, 2022, at 5:00PM PT
<b>Selection announcement date</b>	January 3, 2023
<b>Source of funding</b>	CDC
<b>NOA Award No.</b>	6 NU38OT000306-04-01
<b>Funding amount</b>	\$80,000 to 120,000
<b>Point of contact for questions regarding this application</b>	<i>Infectious Disease Program</i> infectiousdiseases@naccho.org
<b>Special conditions of this award</b>	See <a href="#">Appendix B</a>

## 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 to strengthen LHD capacity for healthcare-associated infections (HAIs) and antimicrobial resistant (AR) prevention and response for the *Local Health Department Healthcare-Associated Infections and Antimicrobial Resistance (HAI/AR)* project. The goal of this project is for LHDs to pilot and implement the [CDC \(Interim\) Local Health Department Strategy for HAI/AR](#) (Referred to as “the CDC LHD HAI/AR Strategy”). Specifically, this project aims to increase LHD capacity in the following areas:

- Support local health department capacity for HAI prevention and response
- Advance local health department engagement in AR-related initiatives and activities
- Enhance coordination and connection with the State Health Department HAI/AR programs
- Develop and identify resources, lessons learned, and best practices for other LHDs; and
- Build strategic approaches to HAI/AR, including addressing health equity, through the implementation of the CDC LHD HAI/AR Strategy

This project will build upon existing efforts to increase the capacity of LHDs to improve healthcare infection prevention and response efforts, including COVID-19 and other HAIs, as well as those infections caused by AR pathogens.

Anticipated project outcomes include: improved programmatic capability in the areas of prevention and response, increased capability to use data for action to inform decision-making and support evidence-based practices and policies, and/or antimicrobial stewardship; improved operational capacity to evaluate, manage, and improve public health communications, processes, and systems; strengthened capability of the public health workforce to deliver essential public health services; expanded and

strengthened partnerships with the state HAI/AR program and at the local level to build and sustain a robust HAI/AR prevention network; and enhanced health equity through addressing health disparities.

## BACKGROUND

HAIs are acquired by patients during the course of receiving treatment for other conditions within a healthcare setting. An increasing number of HAIs are caused by pathogens that are unresponsive to antimicrobial medications normally used for treatment. HAIs and AR pose a significant threat to communities.

NACCHO recognizes the critical role LHDs play in coordinating, implementing, and leveraging HAI/AR prevention and response efforts, including the promotion of antibiotic stewardship. The COVID-19 pandemic and other recent outbreaks have further highlighted the critical and unique role of LHDs.

## FUNDING OVERVIEW AND TIMELINE

This funding provides an opportunity for LHDs to pilot and implement the CDC LHD Strategy for strengthening HAIs and AR prevention and response by identifying and implementing objectives, and activities from the strategy with the goals of 1) increasing infection control, HAI/AR outbreak response, and antimicrobial stewardship (AMS) programmatic capacity, 2) building and strengthening partnerships, and 3) building operational capacity.

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 \$120,000. LHDs have two options—those planning to convene a strategy planning meeting that leverages the [CDC LHD HAI/AR Strategy planning tool](#) to develop an action plan for implementation of the strategy can apply for up to \$80,000. LHDs who are focusing on levels 2 and 3 for their activities supporting implementation of the strategy can apply for up to \$120,000. Applicants will implement a project using the CDC LHD HAI/AR Strategy. Funding will be decided based on the scope of the proposed project plan.

(See Appendix A, Attachment 1 for additional details in the scope of work template). Applications must be submitted by December 12, 2022, at 5:00 PM PT, and selections will occur on or around January 3, 2023. The project period will begin on February 1, 2023 and will end on July 31, 2023. All activities must be completed by the project end date. Applicants should consider that the project period is brief and should not apply if there are concerns about executing within the given timeframe. 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 16, 2022, at 2:00 PM ET (1:00 PM CT, 12:00 PM MT, 11:00 AM 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 will be 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](mailto:infectiousdiseases@naccho.org).

## Key dates

Event	Date
Release of HAI/AR demonstration site project RFA	November 9, 2022
Optional informational webinar for potential applicants	November 16, 2022
Application period closes	December 12, 2022 (5:00 PM PT)
Anticipated notice of award	January 3, 2023

## ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to LHDs interested in strengthening their capacity in HAIs, AR prevention and response, and AMS. LHDs previously funded through the HAI/AR demonstration site, the BLOC COVID-19, or the BLOC COVID-19+ projects will be given priority to build upon existing efforts.

NACCHO will award funding to LHDs who have clearly described how their jurisdiction will leverage the CDC LHD HAI/AR Strategy to strengthen their HAI/AR capacity. LHDs will use the LHD strategy materials and guidance of the strategy to expand the scope of programmatic activities to effectively address HAI/AR in their jurisdictions.

Applicants for this funding opportunity should meet the following requirements:

- Interest in strengthening their capacity in HAIs and AR prevention and response by increasing infection control assessment capacity, and promoting AMS
- 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;
  - Pilot and implement the CDC LHD HAI/AR strategy; and
  - Attend at least one conference to share lessons learned
- Have the capacity to execute a contract and complete the project within the required time frames

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 set at a fixed amount (not a cost-reimbursement contract). The scope of work will outline an invoicing schedule to include at least two invoices. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

## PROJECT EXPECTATIONS AND REQUIREMENTS

The NACCHO LHD HAI/AR project seeks to enhance the capacity for LHDs to prevent and respond to HAI/AR threats by implementing a local strategy for strengthening HAI/AR prevention and response, including through infection control assessment capacity, antimicrobial stewardship efforts, improving laboratory coordination, and enhancing HAI/AR data reporting and access. This project will also involve coordination with stakeholders at the state and local levels. NACCHO will provide technical assistance and create a community of practice approach in addition to direct funding for LHDs.

Applicants will implement a project using the CDC LHD HAI/AR Strategy. Funding will be decided based on the scope of the proposed project plan.

A scope of work template further outlining these activities can be found in Appendix A (see [Attachment I](#)) and represents the deliverables associated with the receipt of award, which will be incorporated into the contractor agreement (see [Appendix A](#)).

**LHDs previously funded for BLOC COVID-19 or HAI/AR work are encouraged to use this project period to assess current work and continue to build upon ongoing activities.**

### *Required project activities*

The CDC LHD HAI/AR Strategy consists of three goals – 1) Grow Networks and Collaboration, 2) Build Operational Capacity, and 3) Expand Programmatic Activities. Each goal area has designated objectives, and each objective has key activities that span 3 levels based on existing HAI/AR infrastructure. The strategy uses three levels of activities for each objective:

- Level 1 activities form the foundational components for each objective and may be more suited for LHDs with little to no experience leading HAI/AR activities.
- Level 2 activities build upon level 1 and may be more suited for LHDs with previous experience leading HAI/AR activities.
- Level 3 activities build upon levels 1 and 2 and may be more suited for LHDs with extensive experience leading HAI/AR activities.

The level of engagement and the selection of the Strategy goals, objectives and associated activities can be determined based on the LHD's current HAI/AR capacity. LHDs applying for this opportunity have two options:

- Option 1: LHDs planning to convene a strategy planning meeting that leverages the [CDC LHD HAI/AR Strategy planning tool](#) to develop an action plan for implementation can apply for up to \$80,000. Awarded recipients must convene the strategy planning meeting no later than February 28, 2023.
- Option 2: LHDs who have already completed the strategy planning and are primarily at level 2 or 3 for activities within each goal of the strategy can apply for up to \$120,000.
- All awarded LHDs will:
  - Review and/or implement a local Strategy for Response, Control, and Prevention of HAIs and AR that leverages CDC LHD HAI/AR Strategy materials throughout project implementation.
  - Attend ad hoc content and capacity-driven discussions, including touchpoints/technical assistance calls with NACCHO and CDC
  - Attend peer-to-peer learning/sharing opportunities (e.g., Community of Practice calls)
  - Participate in evaluation activities to provide feedback on successes and challenges to NACCHO about project implementation. Activities may include surveys, interviews, and focus groups.

## APPLICATION INSTRUCTIONS

NACCHO will award funding to LHDs who have clearly described how their jurisdiction will assess and strengthen their HAI/AR capacity by **reviewing** and **implementing** the Strategy. **LHDs previously funded for BLOC COVID-19 or HAI/AR work are encouraged to use this project period to assess current work and continue to build upon ongoing activities.**

All applicants will:

- Describe current capacity and needs
- Describe a plan for implementing project activities
  - LHDs who will be assessing and planning their strategy as part of the project should explain who will be engaged in anticipated priorities.
  - LHDs who have already completed the strategy planning process should include their action plan and outline their project plan, including the Goals, Objectives, and selected Activities from the strategy
- Complete additional requirements of funding

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](mailto:infectiousdiseases@naccho.org) by 5:00 PM PT on December 12, 2022. Submissions after this deadline will not be considered. Please use the subject line "HAI/AR 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 complete:

- a. Cover page that contains the information outlined [below](#);
  - b. Narrative that is no more than three pages that address the domains described [below](#): jurisdiction need, implementation capacity, health equity, 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 the application within 2 business days, please call 202-507-4238. All applicants will be notified of their status on or around January 2, 2023. All questions may be directed to [infectiousdiseases@naccho.org](mailto:infectiousdiseases@naccho.org).

## SELECTION PROCESS

Applications for the NACCHO HAI/AR demonstration site project will be evaluated by NACCHO and CDC and scored based on the following criteria:

Criteria	Weight	Cumulative weight
Jurisdiction need	25%	25%

Capacity to implement the project (including consideration for previously funded LHDs)	30%	55%
Description of project activities (including goals and objectives for those who have already completed the planning)	40%	95%
Health Equity	5%	100%

Applications should include the following:

Section	Details	Page/word limitations
Cover page	<p>The cover page must include the following information:</p> <ul style="list-style-type: none"> <li>• Applicant organization name, address, city, and state;</li> <li>• Size of jurisdiction served (i.e., less than 50,000; 50,000 to 499,999; or 500,000 or more people);</li> <li>• Characteristic of jurisdiction (i.e., rural, urban, suburban, mixed (if mixed, indicate which));</li> <li>• Counties served by the LHD; and</li> <li>• Name, phone number, and email for primary and secondary points of contact for the project.</li> </ul>	None; does not count toward page limit
Project narrative	<p><b><u>Jurisdiction need</u></b></p> <p>Description of the impact of HAIs/AR on the jurisdiction and the jurisdiction’s current efforts including any existing challenges related to HAI/AR response efforts or any known gaps in IPC at the local level. This should include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Current known burden of HAIs/AR (e.g., number of cases; number of deaths from HAIs or AR; emerging threats; who is most impacted in your area); and</li> <li>• Information on people and communities who experience health disparities including 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 <a href="#">Medically Underserved Areas/Populations</a> designation). NACCHO will incorporate the <a href="#">CDC/ATSDR Minority Health Social Vulnerability Index</a> score (MH SVI) in the scoring process after a completed application is received.</li> </ul> <p><b><u>Implementation capacity</u></b></p> <p>Describe your organization’s capacity to implement this project. This should include, but is not limited to:</p>	Three pages

	<ul style="list-style-type: none"> <li>• A staffing plan for project execution/implementation;</li> <li>• Description of organizational structure (particularly related to roles, responsibilities, and accountability for the project);</li> <li>• An overview of the current ‘baseline’ for supporting HAI/AR activities, such as previous training received, work already undertaken, known LHD HAI/AR training/knowledge gaps, or perceived barriers to implementation; and</li> <li>• 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.</li> </ul> <p><b><u>Willingness and capacity to establish and leverage partnerships</u></b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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).</li> </ul> <p><b><u>Health Equity</u></b></p> <ul style="list-style-type: none"> <li>• NACCHO will consider the impact of this work on health equity, including its impact on how LHD’s engage with groups that are marginalized. what information about your jurisdiction, including social determinants of health and demographics, is important to consider for this project?</li> </ul>	
Budget and budget justification	<p><b><u>Budget</u></b></p> <p>Refer to the <a href="#">budget template and instructions</a> (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.</p>	Budget justification: one page or less



	<p><b><u>Budget justification</u></b></p> <p>Develop a budget justification that explains each line-item and how the amounts were derived. See detailed guidance below.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• Travel: Specify the purpose and details of the travel.</li> <li>• 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.</li> <li>• Contractual: Identify each proposed contract and specify its purpose and estimated cost.</li> <li>• Respond to the following two questions at the end of the budget narrative (does not count towards the page limit): <ul style="list-style-type: none"> <li>o Do you have prior experience in Federal Contracting?</li> <li>o Have you completed a Single Audit?</li> </ul> </li> </ul>	
Attachments	<p><b><u>Required for all applications</u></b></p> <ul style="list-style-type: none"> <li>• Complete and submit the <a href="#">Vendor Information Form</a> (Appendix C)</li> <li>• Complete and submit the <a href="#">Certification of Non-Debarment</a></li> <li>• Submit a <a href="#">W-9</a></li> </ul> <p><b><u>Required only for applications \$25,000 and more</u></b></p> <ul style="list-style-type: none"> <li>• Complete and submit the <a href="#">FFATA data collection form</a>. (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.)</li> </ul>	N/A

	<ul style="list-style-type: none"><li>• Proof of active registration with SAM.gov in accordance with active DUNS number.</li></ul> <p><b><u>Optional</u></b></p> <ul style="list-style-type: none"><li>• Letters of support</li><li>• Partnership agreements</li></ul>	
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## 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 3, 2023** and shall continue in effect until **July 31, 2023** 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. 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](mailto: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

**CONTRACTOR:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_

Title: Chief Financial Officer \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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:

- Completion of pre-assessment provided by NACCHO

Task 2: Develop a project implementation plan that indicates goals, objectives, and activities (that aligns with your application project description). The plan should include project tracking components and anticipated timelines, such that end of project status (accomplishments/challenges) can be clearly described and NACCHO can assure project completion by the stated end date.

Task 3: Share with NACCHO a version of the project implementation plan that shows progress toward goals, objectives, and activities

Task 4: Coordination with NACCHO and participation in peer sharing and technical assistance opportunities, completed no later than *July 31, 2023*:

- Participation in at least 80% of monthly community of practice calls and/or check-in polls
- Completion of pre- and post-assessment
- Participation in an interview or focus group
- Submission of end of project report or post-assessment to share challenges and lessons learned\*
- Support of at least one communications product to share lessons learned and best practices\*
- Develop an abstract based on project results with the intent of submitting to the NACCHO 360 conference in 2024 or 2025. Abstract will be reviewed and approved by NACCHO.

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

## 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-data-reporting-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.