



REQUEST FOR APPLICATIONS

UPDATED December 7, 2023

2023 Medical Reserve Corps Operational Readiness Awards

Applications Open: Tuesday, November 1, 2022, 5:00 AM PT

Applications Due: Friday, December 16, 2022, 5:00 PM PT, Extended Deadline

Introduction and Regulatory Guidance

The National Association of County and City Health Officials (NACCHO) is pleased to announce the 2023 Medical Reserve Corps (MRC) Operational Readiness Awards (ORA) which provide funding to MRC units to develop their emergency response capabilities. Funding for this opportunity is available through a cooperative agreement between NACCHO and the U.S. Department of Health and Human Services, Administration for Strategic Preparedness and Response (ASPR) award # 5 HITEP200045-02-00, CFDA # 93.008 Medical Reserve Corps Small Grant Program. Any applicable statutory or regulatory requirements, including [45 CFR Part 75](#) and [2 CFR Part 200](#), directly apply to this sub-award. Specific information on allowable costs can be found in [2 CFR Chapter I, Chapter II, Part 200](#) including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. All applicants must be registered and have an active status in the System for Award Management (SAM) at <http://sam.gov> prior to completing their award application.

Funding Intent and Eligibility

The 2023 MRC ORA aims to build the operational readiness capabilities of MRC units to meet the emergency preparedness and response needs of local, regional, and statewide stakeholders. The awards are intended to be flexible to meet the needs of all MRC units, support efforts to build and strengthen MRC capabilities, raise stakeholder awareness of MRC capabilities, and identify or sustain integration of the MRC unit into local, state, and/or regional emergency response plans.

The MRC ORA is a **competitive award** that is open to MRC programs that meet the eligibility requirements as outlined on the [MRC website](#), as well as those listed in this Request for Applications (RFA) document under [Section III: Minimum Eligibility Requirements](#). Applicants are now **required to submit proof of their sponsoring agency's active registration in SAM.gov** within their applications. For more information on this new requirement, see [Section II: Proposal Content](#).

Awardees will be expected to complete an interim project survey and final project evaluation survey that outline their demonstrated progress to maintain eligibility for future funding. Consideration will be given to applicants that demonstrate the need for funding, identify clear goals to build response capabilities, have the capacity to implement their project plans, and develop an evaluation and sustainability plan. Consecutive year funding may be available, so applicants are encouraged to develop goals and objectives for the next 12 months, as well as for the next 24 months.

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I. Award Overview, Description of Funding Levels, and Project Expectations

Award Overview

NACCHO recognizes that MRC units vary in size, capabilities, and resources. To address this, funding levels have been structured to allow units to select the funding amount that fits their needs. This funding opportunity provides up to a total of \$1,200,000 in awards.

MRC units may apply to **one** of the following funding opportunities:

- **Tier 1 Awards: \$5,000 – Build MRC response capabilities**
- **Tier 2 Awards: \$10,000 – Strengthen MRC response capabilities**

Apply online between Tuesday, November 1, 2022, and Friday, December 9, 2022:

<https://nacchoapplication.secure-platform.com/a/>

Description of Funding Levels

Tier 1 Awards: \$5,000 – Build MRC response capabilities

Focus: Provides funding for units to build capabilities to meet local response needs. This funding may support units that are smaller in size, have a specific/targeted need, a newly formed unit, or a unit that is focused on rebuilding their MRC unit if previously inactive or underutilized.

Examples of project goals and objectives:

- Develop a plan to recruit, onboard, and train MRC volunteers to support unit response requirements.
- Newly formed MRC unit: Develop an MRC unit volunteer management plan that identifies volunteer registration and onboarding requirements, alert and activation processes, minimum Incident Command System (ICS) and MRC Core Competencies requirements, volunteer tier levels, and primary mission sets to be developed and/or strengthened in collaboration with response partners.
- Rebuilding an MRC unit: Collaborate with response partners to determine emergency response needs, identify barriers to using MRC volunteers, and develop a volunteer training and exercise plan to support MRC mission sets and promote the integration of the MRC unit into local response plans.

Examples of project activities:

- Develop recruitment strategy for medical professionals using social media and news outlets.
- Develop onboarding process to register volunteers, conduct administrative requirements, and track training requirements of volunteers.
- Identify and track MRC Core Competencies, ICS, and specialized training events to support emergency responses using the MRC Volunteer Tier Levels or other categorization.
- Conduct workshops or meetings with emergency response partners, identify response roles for MRC volunteers, and build and/or strengthen MRC mission sets.
- Conduct training events and exercises that support MRC mission sets.
- Capture lessons learned from exercises or response activities. Update mission sets or response plans as needed.

Tier 2 Awards: \$10,000 – Strengthen MRC response capabilities

Focus: Provides funding for units to strengthen current capabilities for primary or evolving response missions. This funding is intended for units that have an established volunteer management structure, have the capacity to further expand their unit response capabilities, have a demonstrated record of supporting public health emergency responses, or have a record of supporting multiple natural disaster response missions.

Examples of project goals and objectives:

- Collaborate with response partners to identify training and exercise opportunities to strengthen response capabilities.
- Validate current response capabilities and update existing mission sets/
- Develop new or evolving MRC response mission sets and/or develop training plans to support existing mission sets.
- Develop a yearly training plan to increase the number of volunteers able to deploy. Training requirements should include MRC Core Competencies, ICS, CPR, Psychological First Aid, and other core requirements for deployments locally or outside of local jurisdiction.

Examples of project activities:

- Conduct regularly scheduled unit training events that reinforce volunteer capabilities to support unit mission requirements.
- Identify and implement training opportunities to support unit mission capabilities, such as workshops or exercises.
- Conduct recruitment and training of volunteers for response roles identified for specific unit missions.
- Strengthen awareness and build integration of MRC capabilities with stakeholders through joint training events or exercises.
- Identify and purchase mission set resource requirements and train volunteers on use of equipment/supplies.
- Capture lessons learned from exercises or response activities. Update mission sets, job action sheets, and/or response plans as needed.

Project Expectations

Applicants are expected to consider the following while creating their application:

1. Project goals should focus on developing unit capabilities to support local, regional, or state response missions, while incorporating appropriate tools and resources from the [MRC Deployment Readiness Resource Guide](#) which support building common MRC standards. Units are encouraged to develop training plans that include the MRC Core Competencies, identify minimum training requirements necessary for deployments, and utilize the [MRC mission set template](#) to develop response team plans that can be shared across the MRC network and with stakeholders. Goals and activities should align with at least one of the ASPR priorities for the MRC:
 - Medical screening and care in emergencies
 - Points of distribution, mass vaccination, and other mass dispensing efforts
 - Deployment of volunteers outside of local jurisdiction
 - Training community members to respond
2. Applicants are encouraged to use the [MRC Unit Factors for Success](#) to identify areas to further develop their volunteer and unit capabilities.
3. Project plans should identify the following:
 - **The current state** of their MRC unit's volunteer capabilities
 - **Barriers to deploying** MRC volunteers
 - **Realistic goals** for the future state of volunteer and unit capabilities
4. Project goals should focus on **sustaining** volunteer or unit response capabilities through the development of unit training and response plans and consider sustainability planning for beyond the award.
5. Awardees will be required to submit an action plan using the provided template and incorporating application responses in addition to participating in an interim and final project survey.
6. Awardees will be expected to provide examples of MRC resources they developed in the interim and/or final project surveys that can be shared with the network to support peer-to-peer learning.

II: Proposal Content, Evaluation, and Scoring of Applications

Proposal Content

The complete list of administrative and application criteria can be [downloaded here](#). Proposals for ORA funding will be evaluated on the following criteria:

1. **NEW – Proof of active registration on SAM.gov:**
 - a. To expedite the processing time of award checks, applicants are now required to submit proof of their sponsoring agency's active registration in [SAM.gov](#) within their application. Applicants must be registered and have a profile with active status in SAM.gov with their sponsoring agency's unique entity identity number.
 - Please note that the on April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID.
 - We highly encourage that all applicants view [this video](#) to learn more about the Unique Entity ID and how to set up a new ID.
 - b. Applicants that are not currently registered in SAM.gov should allow **at least three to four weeks before** the application is due on December 9, 2022, to complete their registration process. Applicants may consult [this guide](#) and/or the [SAM.gov help site](#) for assistance setting up a new SAM account.
 - c. Applicants who have previously set up an account may benefit from reviewing [this FAQ](#) for assistance checking the status of their entity and updating their account. Applicants must update their SAM information at least every 12 months to maintain an active account.
2. **Project Description – 250 words per component (a-c) (30% of total score):**
 - a. Background: Describe the community that the MRC unit supports and the support roles the unit provides during emergencies and non-emergencies. Include the general jurisdiction demographics, such as population density and populations served, that influence the need for the MRC unit's support roles or missions. Include any other unique challenges that demonstrate a need for this funding.
 - b. Collaboration: Describe how MRC volunteers, community and response partners, local health departments, and/or other sponsoring agencies will be engaged in the project. Propose strategies to address anticipated barriers to implementation.
 - c. ASPR/MRC Priorities: ASPR has identified four priorities that MRC units should strive toward. Applicants will identify the primary priority that project activities will support, describe the activities that will be conducted, and explain why the priority is important for the community the MRC unit serves. The four priorities include:
 - Medical screening and care in emergencies;
 - Points of dispensing, mass vaccination, and other mass dispensing efforts;
 - Use of MRC units outside of local jurisdiction; and
 - Training community members to respond.
3. **ORA Action Plan – 250 words per component (a-c) (30% of total score):**
 - a. Current State: Describe the current readiness and capabilities of the MRC unit. Describe the challenges and strengths to support the level of funding requested. Units requesting the Tier 2 award should be able to demonstrate their current capacity to develop and/or strengthen response plans and mission sets. Include how the MRC unit is currently integrated into response plans and opportunities to support new or evolving missions.
 - b. Future State: Describe the goals of the project (i.e., building or strengthening the unit's operational readiness over the next 12-36 months). Consider what is realistic this project year and what specific steps the unit will take to achieve the project goals (i.e., the objectives). Use [SMART criteria](#) to develop goals and objectives. (Example: Goal – Bolster the MRC unit's capability to successfully deploy at least seven volunteers at local mass vaccination sites by

October 1st. Objective 1 – Develop a targeted recruitment plan for medical personnel to support mass vaccination plans or other identified response roles by the start of the 3rd quarter. Objective 2 – Develop and/or strengthen a Mass Vaccination Mission Set to support local response plans by June. Objective 3 – Develop and implement an expedited training plan for volunteers to support deployments by August).

Objective 4- Exercise and implement training plan for volunteers to support deployment by August.

- c. Implementation plan: Describe the activities and/or training events to be conducted to meet the project goals, objectives, and outcomes. Include a brief timeline that covers the next 12 months.

4. Evaluation & Sustainability – 250-word limit per component (a-c) (30% of total score):

- a. Measurable Outcomes: Describe the measurable outcomes of the planned project activities and/or resources developed. *(Example: 1 – At least XX number of MRC volunteers conducted onboarding and fulfilled the training requirements to become a Level 3 deployable volunteer. 2 – At least XX number of volunteers have been trained to support a mass vaccination mission. 3 – At least XX number of mission sets and supporting training plans have been developed and/or strengthened).*
- b. Evaluation: Describe how the unit will collect and monitor data and track planned activities to analyze outcomes and assess whether the project goals were met.
- c. Sustainability: Describe how the project will help build sustainability for the MRC unit during the next 12-36 months (*i.e., what procedures, plans, or training events will be developed for future MRC unit activities?*).

5. Budget (10% of total score):

- a. Include a line-item budget of the estimated project costs. The budget should equal \$5,000 or \$10,000 based on the award tier requested. Use [NACCHO's Budget Template](#) or your own budget template saved as a xlsx, doc, docx, or pdf file.
- b. Administrative costs should be minimized where possible and funds should be used to support unit response capabilities. **NACCHO's MRC award funding may not be used to purchase promotional items or giveaways. See Appendix D for additional funding restrictions.**
- c. Please include the following categories in the budget:
- Administrative Costs and Fees
 - Professional Service Fees
 - Facilities, Rentals, and Audiovisual Fees
 - Uniforms, Field Equipment, and Resources
 - Training & Exercises (T&E)
 - Travel/Transportation Services
 - Awards, Recruitment, and Outreach

Evaluation and Scoring of Applications

Applications for the 2023 ORAs will be evaluated on the relevance of the proposed project goals and activities to the funding requested as well as on the clarity of the description of the intent of the project, planned activities, capacity to implement planned activities, and the overall impact of the funding to support the mission of the MRC unit(s) applying.

Applications will be scored based on the criteria: Project Description (30%), ORA Action Plan (30%), Evaluation and Sustainability (30%), and Budget (10%). **As previously noted**, applicants must provide proof of active [SAM.gov](#) registration with their applications showing their unique entity identification number. Applications may receive a maximum score of 100% with funding awarded based on an applicant's total score, recommendation of reviewer(s), scope of project relevant to the funding tier, and the total funding available.

III: Eligibility, Contractual Requirements, and Payment of Award

Minimum Eligibility Requirements

- Applicants must have a MyNACCHO account to apply: <https://nacchoapplication.secure-platform.com/a/organizations/main/home>
- Applicants must update their unit profiles on the MRC Program Office website between **September 1 and December 16, 2022**. Updates must include adding an activity or event that occurred between September 1 and December 16, 2022, to the [MRC Unit Profile & Activity Reporting System](#). This can include administrative activities (i.e., planning meetings, MRC webinars, regional meetings, or training events). Please contact your MRC Regional Liaison for assistance as needed.
- Prospective MRC units* applying for a 2023 MRC ORA must follow the MRC Program Office's unit registration process, have submitted their prospective unit's application for registration, and have been confirmed by their Regional Liaison no later than **December 16, 2022** to be eligible. **A prospective MRC unit that has applied for an MRC ORA will not be awarded funding until it is approved and registered.*

Contractual Requirements

- Applicants must be eligible to receive federal funds through their sponsoring agency **OR** be a 501(c) (3) non-profit organization. **Please ensure you enter correct information for the sponsoring agency and signature authority to avoid contract delays.**
- **Applicants must be registered and have a profile with active status in [SAM.gov](#)** with their sponsoring agency's EIN and DUNS, as required by Federal regulations. Applicants **must** submit proof of SAM.gov active registration within their application.
- **MRC Unit Award Obligations**
 1. Submission of Deliverable 1 using the template provided by NACCHO and signed contract by May 8, 2023 (Required to receive 100% of payment - See [Appendix A](#)).
 2. Submission of Deliverable 2 by August 4, 2023 – See [Appendix B](#). If not completed by August 4, 2023, 50% of received payment shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
 3. Submission of Deliverable 3 – See [Appendix C](#). All awardees will be required to complete a final project evaluation survey as part of the funding agreement. Completion is required to be considered in the next MRC award selection.
- A copy of the contract template is included in [Appendix E](#). NACCHO requests applicants to accept the contract language **as provided**. NACCHO will not be able to accept any requests for changes to the content language of the contractual agreement.
- Requests for corrections or changes to designated approving authorities, housing agencies, or addresses to the contract must be submitted to NACCHO by **March 17, 2023**.
- Units that accept funding agree to comply with the terms of agreement outlined in the contractual agreement and submit all documents within the terms of agreement timeframe.

Payment of Award

- MRC units selected for funding will receive a notification of award that includes the template to be used for the invoice and ORA Action Plan. This template can be found in [Appendix A](#).
- Awards will be issued in one, full payment following receipt of the following items:
 1. Proof of active registration of organization's DUNS number at SAM.gov (due with application).
 2. Invoice and ORA Action Plan. Awardees are to use the template provided in Appendix A and available to [download here](#) and submit the document **by May 8, 2023** Full instructions will be sent via email with the notice of award.
 3. Fully executed contract. Contract must be signed by the awardee's authorized signatory **by May 8, 2023**.

IV: Reporting Requirements

All awardees will be required to complete an interim and final project survey as part of the funding agreement. The information reported in these surveys will be used to determine progress toward meeting the award goals and objectives, provide accountability of funding to the MRC Program Office, and identify promising practices, resources, and tools to share across the greater MRC network. NACCHO is also interested in ensuring that ORA projects can be sustained beyond the project timeline. Therefore, projects should include plans to ensure the sustainability of efforts initiated under the award.

Other Important Information

For those MRC units selected to receive this award, contracts will be sent via email starting January 23, 2023, to the person listed as authorized to sign the contract along with a courtesy copy to the MRC unit leader. Before contracts are sent out, NACCHO will verify SAM.gov unique identifier provided in the application for the sponsoring agency is registered and in an active status. It is the responsibility of the MRC unit to return a signed copy of the contract no later than May 1, 2023. As a reminder, NACCHO cannot accept any requests for changes to the content language of the contractual agreement. Units are encouraged to review Appendix E prior to applying for this award and be proactive in coordinating the grant approval process within their sponsoring agency or local jurisdiction to avoid delays in receiving funding.

Award funds will be disbursed in one, full payment. Awards will be issued following the receipt of 1) proof of active SAM registration for organization, 2) Invoice and ORA Action Plan, and 3) a fully executed contract. Award payments will be mailed approximately two to four weeks after receipt of required materials.

For additional questions, contact NACCHO staff at mrc@naccho.org.

V: Important Dates

The following dates are provided for planning purposes and may be subject to change at NACCHO's discretion. MRC units will be notified ahead of any changes to this timeline. Units are encouraged to reach out to NACCHO staff at mrc@naccho.org if they anticipate having difficulties meeting any deadlines.

Announcement and Application Period:

- **September 1 – December 16, 2022:** Applicants must update their unit profiles on the MRC Program Office website (<https://mrc.hhs.gov/login>) by entering an activity that occurred during this date range.
- **November 1, 2022:** Release 2023 MRC ORA Request for Applications, applications open at 5:00 AM PT.
- **November 3, 2022:** MRC ORA Webinar at 3:00 PM ET. To register for the webinar, click [here](#).
- **December 16, 2022:** MRC Operational Readiness Award application closes at 5:00 PM PT.
- **December 16, 2022:** Verify eligibility status of applicants. Prospective MRC units must have submitted their application for registration with the MRC Program Office by this date to be eligible.
- **December 19, 2022:** Application review period begins.
- **January 6, 2023:** Application review period ends.

Award, Contract, and Reporting Requirements:

- **Week of January 16, 2023:** Notice of Awards released to awardees.
- **January 30 – February 24, 2023:** Award contracts emailed to MRC unit leader and sponsoring agency.
- **March 17, 2023:** Requests for corrections or changes to designated approving authorities, housing agencies, or addresses on the contract due.
- **May 8, 2023:** Signed contracts, Certification of Non-debarment forms, and [Deliverable 1](#) (Invoice and ORA Action Plan) due.
- **June 2023:** Interim Project Survey emailed to unit leaders.
- **August 4, 2023:** Deliverable 2 (Interim Project Survey) due.
- **September 29, 2023:** End of 2023 project year.*
- **January 2024:** Final Project Evaluation Survey emailed to unit leaders.

*NACCHO cannot distribute award funds for the 2023 project year after September 29, 2023. **NACCHO recommends that MRC units spend award funds according to their planned project timelines.**

APPENDIX A – MRC ORA Invoice & Action Plan

2023 MRC Operational Readiness Awards Deliverable 1

ORA Invoice & Action Plan

Due: May 8, 2023

Unit Administrative Information	
MRC Unit Number	
MRC Unit Name	
MRC Unit Point of Contact (POC)	
POC Email	
Total Award Amount	
Date Invoice 1 submitted	

Tasks completed	Invoice Amount
Invoice & ORA Action Plan	\$ _____

Send Check to:

2023 MRC Operational Readiness Award Action Plan	
(Refer to your application to complete the following sections)	
<p><u>1. Current State:</u></p> <p>Describe the current readiness capabilities of the MRC unit. Include how the MRC unit is currently integrated into response plans and opportunities to support new or evolving missions. Include the challenges or strengths to support the level of funding requested. Units requesting the Tier 2 award should be able to demonstrate their current capacity to develop/ strengthen response plans and mission sets.</p>	
<p><u>2. Future State:</u></p> <p>Describe the goals of the project (i.e., building or strengthening the unit's operational readiness over the next 12-36 months) and what specific steps the unit will take to achieve these goals (i.e., the objectives).</p>	

<p>3. Implementation Plan:</p> <p>List the planned activities or training events as well as the timeline for the next 12 months to meet goals.</p>	
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APPENDIX B – MRC ORA Interim Project Survey**2023 MRC Operational Readiness Awards Deliverable 2****Overview of Interim Project Survey****Due: August 4, 2023**

MRC unit leaders will receive a link via email in June 2022 to complete the Interim Project Survey. For planning purposes, the Interim Project Survey may contain the following sample questions:

- Has the MRC unit begun the project? Yes/No
 - If no, please explain the challenges that have prevented the initiation of the project.
- Describe progress on the implementation plan.
- Describe progress on measurable outcomes.
- Approximately how many MRC volunteers are expected to contribute to the implementation of the project and how many are expected to directly benefit from the project?
- Do you have any success stories, pictures, and/or resources that you would like to share?
- Describe any improvements you would suggest to NACCHO for future award application cycles.

APPENDIX C – MRC ORA Final Project Evaluation**2023 MRC Operational Readiness Awards Deliverable 3****Overview of Final Project Evaluation Survey****Due: March 2024**

MRC unit leaders will receive a link via email in January 2024 to complete the Final Project Evaluation Survey. For planning purposes, the Final Project Evaluation Survey may contain the following sample questions:

- Was your unit able to complete planned award activities? Yes/No
- What activities were supported by the ORA grant?
- Were the ORA activities evaluated? If so, how?
- What were the measurable outcomes and community impact of your award activities?
- Approximately how many MRC volunteers contributed to ORA activities?
- Approximately how many MRC volunteer hours did the ORA activities benefit from?
- Do you feel that the ORA helped improve the capability/capacity of your MRC unit?
- What resources or tools did the unit develop through your project?
- How many and what types of Mission Sets did the unit develop/strengthen?
- What best practices or resources utilized for ORA activities would you recommend to other MRC units?

APPENDIX D – General Terms and Conditions

The terms and conditions of this funding opportunity and other federal compliance requirements have the following order of precedence if there is any conflict in what is required: (1) Public Health Service Act, Section 311(c)(1), 2811, and 2813 (42 U.S.C. 243). (2) terms and conditions of the award (3) CFR Part 75; (4) HHS Grants Policy Statement

Mandatory Disclosures: The non-Federal entity or applicant for Federal award must disclose, in a timely manner, in writing to the Federal award agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment (See also 2 CFR part 180 and 31 U.S.C. 3321).

Equal Treatment: The recipient must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

Consolidated Appropriation Act, 2015 (Public Law 113-235), Division G, Title VI, Sec. 603: The grantee agrees to comply with existing and future guidance from the Secretary regarding control of the spread of the Ebola virus.

Publications: All grantee publications, including research publications, press releases, other publications, or documents about research that is funded by ASPR must include the following two statements:

1. *“Research reported in this [publication/press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Administration for Strategic Preparedness and Response under award number [specific ASPR grant number(s)].”*
2. A disclaimer that says: *“The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Administration for Strategic Preparedness and Response.”*

Accounting Records and Disclosure: Awardees must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee should expect that A, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

Procurement: When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 75.329 Procurement procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

Funding Restrictions

Pornography: None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Gun Control: None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.

Sterile Needle Distribution: No funds made available through this award shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Executive Level II Salary Cap: Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the current Executive Level II compensation requirements (\$199,300 annually).

Lobby Restrictions: The grantee must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal Contract, grant or cooperative agreement, the making if any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered action.

Please note that the federal government has implemented a prohibition against using federal funds to purchase telecommunications and video surveillance equipment and services from certain Chinese companies. This regulation is being incorporated into federal grants and contracts received NACCHO through [2 CFR 200.216](#) and/or Federal Acquisition Regulations (FAR) clause [52.204-25](#).

The federal regulation specifically prohibits the purchase of telecommunications equipment and services from: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities defined below); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). The definition of "Affiliate" can be found in [FAR 2.101](#). The list of subsidiaries and affiliates of Huawei and ZTE can be found in [Supplement Number 4 to 15 CFR Part 744](#).

APPENDIX E – Sample NACCHO Contract Language**CONTRACT # MRC 22 - Unit #**

This Agreement is entered into, effective as of the date of the later signature indicated below (the “Effective Date”), by and between the **National Association of County and City Health Officials** (“NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 and **Legal Name** (“Organization”), with its principal place of business at Address of organization.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services’ Administration for Strategic Preparedness and Response (Grant No. 5 HITEP 200045-02-00, CFDA # 93.008) (the “Grant”) to build the capacity of local Medical Reserve Corps (“MRC”) units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to The Administration for Strategic Preparedness and Response, Medical Reserve Corps Program (“MRC Program”);

WHEREAS, Organization is either houses or is itself an MRC unit that is registered in good standing with the MRC Program;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the MRC Program;

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. **TERM OF AGREEMENT:** The term of the Agreement shall begin from the Effective Date and shall continue until September 29, 2023 (the “Term”).
2. **PAYMENT FOR SERVICES:** In consideration for the completion of services performed by Organization as set forth in Section 3, NACCHO shall pay Organization a Firm Fixed Price payment of TBD Dollars (\$TBD). 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 14 of this Agreement. Any changes of payment method would require a modification signed by both parties.
3. **ORGANIZATION’S OBLIGATIONS:** In consideration for the payment described, Organization agrees, during the Term of this Agreement, by performing the following criteria below:
 - a. Has 501c (3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf.
 - b. Organization receiving the funds must be registered and approved in SAM.gov.
 - c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in their award application.
 - d. Submission of Deliverable 1 using the template provided by NACCHO and signed contract by May 8, 2023 (Required to receive 100% of payment - See Appendix A)
 - e. Submission of Deliverable 2 by August 4, 2023 – See Appendix B. If not completed by August 4, 2023, 50% of received payment shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
 - f. Submission of Deliverable 3 – See Appendix C. All awardees will be required to complete a final project survey as part of the funding agreement. Completion is required to be considered in the next MRC award selection.
4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. **ASSIGNMENT:** Organization may not assign this Agreement nor delegate any duties herein without the

expressed written approval of NACCHO.

6. **INTERFERING CONDITIONS**: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.
7. **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 Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization 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.
8. **ENTIRE AGREEMENT**: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces all previous understandings, commitments, or agreements, oral or written.
9. **PARTIAL INVALIDITY**: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
10. **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 rules).
11. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS**: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
12. **DEBARRED OR SUSPENDED ORGANIZATIONS**: Pursuant to 45 CFR Part 74, Organization certifies to the best of its knowledge that it is not presently and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
13. **AUDITING**: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.
14. **NOTICE**: All notices under this Agreement shall be in writing and shall be sent via email and first-class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

FOR NACCHO:

National Association of County and City Health Officials
Attn: NACCHO MRC Team
1201 (I) Eye Street NW 4th Fl.
Washington, DC 20005
Tel. (202) 783-5550

Fax (202) 783-1583
Email: mrc@naccho.org

FOR ORGANIZATION:
Legal_name
Name of Authorized Signer
Title of Authorized Signer
Tax_address
Tax_address2
Tax_city, tax_state tax_zip
Tel. mrc_phone
Email: _____

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:

ORGANIZATION:

Authorized Signature:

Authorized Signature:

By: _____

By: _____

Name: Jerome Chester
Title: Chief Financial Officer
Organization: National Association of County and
City Health Officials

Name: Name of Authorized Signer
Title: Title of Authorized Signer
Organization: Legal Name

EIN: 52-1426663

EIN:

DUN:

Date: _____

Date: _____