

# NACCHO

National Association of County & City Health Officials

**REQUEST FOR APPLICATION**

**Data Readiness for Operational Success**

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

**January 29, 2024**

## SUMMARY INFORMATION

**Project Title:** Data Readiness for Operational Success

**Proposal Due Date and Time:** February 23, 2024 at 11:59pm ET

**Selection Announcement Date:** On or around February 29, 2024

**Source of Funding:** Administration for Strategic Preparedness and Response

**NOA Award No.:** HITEP210053-03-00

**CFDA:** 93.078

**Maximum Funding Amount:** up to \$100,000 per award

**Estimated Period of Performance:** March 15, 2024- September 29, 2024

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

## OVERVIEW

NACCHO is the voice of the approximately 3,300 local health departments (LHDs) across the country. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Administration for Strategic Preparedness and Response (ASPR), the National Association of County and City Health Officials (NACCHO) is pleased to offer a funding opportunity for LHDs to strengthen readiness for public health threats through data sharing of assets distributed by ASPR during a public health emergency. Rapid access to actionable data about scarce medical countermeasures (MCMs) or other public health supplies is critical for making decisions that affect the health of the nation during a crisis. This project's main objective will be to enable bidirectional data-sharing between ASPR and the local health department (LHD) for coordinated, scalable, and timely responses to public health threats. Approximately two awards up to \$100,000 each are available. Selections will be made on or around February 29, 2024 and the project period will run from the date of contract execution to September 29, 2024. Applications must be submitted no later than February 23, 2024 at 11:59pm ET. All necessary information regarding the project and application process may be found in this Request for Application. Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing [preparedness@naccho.org](mailto:preparedness@naccho.org).

NACCHO will host an optional informational webinar on Feb 1, 2024 at 2pm ET, to walk through the RFA and respond to questions. Please note that no new information will be shared during the call. Applicants need not wait for this optional informational webinar to begin or submit applications. The call will be recorded and posted to the NACCHO website. All interested applicants are encouraged to register for the webinar. The recording of the webinar will be shared with all registrants. Registration: [Data Readiness for Operational Success Informational Webinar](#).

## ELIGIBILITY AND CONTRACT TERMS

Selected applicants will enter into an agreement with NACCHO using the NACCHO standard contract (terms and conditions) attached as Appendix A below. Agreement with majority of NACCHO standard contract terms and conditions is a requirement and as part of the application, the contractor will be asked to verify that they have read NACCHO’s standard contract language and confirmed in agreement with the terms and conditions.

Should your organization need to propose any changes to the terms and conditions, please inform us immediately, however NACCHO reserves the right to accept or decline such changes. Significant changes, which could affect the agreement’s timely execution, may impact your selection as a successful applicant. Agreeing to NACCHO’s Resolution of Disputes and Governing Law is expected and aside of those two clauses, limited modifications to the terms or contract language can be accommodated. Contractors that cannot agree to majority of NACCHO’s contract language should not apply for this initiative.

If you are an applicant from Florida or Texas, please contact NACCHO immediately for a copy of the standard contract for Florida or Texas.

**SCHEDULE OF EVENTS**

*Please note the following deadlines and events for this application:*

<b>Event</b>	<b>Date/Time</b>
<b>Application Period Opens</b>	Jan 29, 2024
<b>Informational Webinar</b>	Feb 1, 2024 at 2:00pm ET
<b>Submission Deadline</b>	Feb. 23, 2024 at 11:59pm ET
<b>Award Notification Date</b>	On or around Feb. 29, 2024
<b>Anticipated Contract Start Date</b>	March 15, 2024
<b>Anticipated Contract End Date</b>	Sept. 29, 2024

**PROJECT GOALS & TECHNICAL REQUIREMENTS**

This RFA solicits competitive proposals to establish a contract for up to two pilot sites to focus on building operational readiness by implementing data use agreements (DUA) for the utilization of assets supplied by ASPR. Primary goals of the project included testing and documenting the process of executing a DUA between the local health department and ASPR and to identify minimum data elements required for reporting to be contained within the DUA.

The current state of data sharing relies on often error-prone, sluggish, and burdensome manual and paper-based data exchange methods such as faxing and phone calls to share critical public health data. The focus of this project is to establish advance agreements to allow for timely reporting and access to data to respond effectively to a public health event and the minimum data elements related to the operational

process of deployment and receipt of ASPR assets. Assets may include items such as vaccines, therapeutics, other biological products, medical devices, equipment, and other medical and non-medical supplies determined by ASPR to be necessary to respond to an event.

Selected sites will receive technical assistance needed to document the process of creating a mutually agreeable DUA to bi-directionally communicate data about the operational process of deployment, receipt, inventory, and utilization of ASPR assets.

The project objectives include:

- Improve NACCHO and ASPR's understanding of the technical assistance needs when implementing a DUA.
- Identify strategies to improve the process of implementing a DUA.
- Identify and collaborate with stakeholders involved in developing a DUA within the local jurisdiction.
- Identify mutually agreeable language for a DUA between LHDs and ASPR.

### **Scope of Work**

Required project activities are listed below. A scope of work template further outlining these activities can be found in Appendix B.

- **Project Kick-Off Call:** Attend a kick-off call with NACCHO. The call will introduce program participants, including contacts from NACCHO, and ASPR, and describe goals, expectations, and timelines. Awardees will also share their proposed activities and anticipated outcomes. Project kick-off call will be conducted within two weeks of fully executed contract.
- **Work Plan and Project Budget:** Awardees will submit a work plan outlining their project activities, proposed measures of activity progress, and project budget with application. Awardees will work with NACCHO to have a finalized and approved workplan and budget. Monthly updates to the workplan and budget will be submitted to NACCHO by the last business day of each month.
- **Project check-in meetings:** Awardees will participate in regularly scheduled (up to 2 per month) meetings with NACCHO to review progress of the project workplan.
- **Project collaboration calls:** Awardees will participate in calls, up to 2 calls per month, to foster collaboration between pilot sites, NACCHO and ASPR. The purpose of these meetings is for the pilot sites to provide updates and share challenges, tools and resources, and to support awardees. NACCHO and ASPR will be available to provide technical assistance and project updates.
- **Pilot Site Visit:** Awardees will host an in-person site visit. Awardees should include NACCHO and ASPR staff, the health department staff, and wider applicable agencies involved in a DUA. Activities for the site visits will be developed based on the specific needs of each pilot site.
- **Reverse Site Visit:** Awardees will participate in an in-person reverse site visit. Location to be coordinated by NACCHO. Both pilot sites, NACCHO and ASPR will participate in a 1-day collaborative meeting. Funds for reverse site visits should be included in the budget narrative. An estimate of up to a maximum of 5 local staff to participate.
- **Final Report:** Awardees will complete a final report (format to be determined by NACCHO) summarizing all activities conducted during the project and lessons learned. Awardees will include documentation of the DUA progress including drafts. Final report to be submitted by August 16, 2024, to NACCHO.
- **Pilot site signed Data Use Agreement (DUA):** Awardees will submit a signed DUA agreement to NACCHO by August 16, 2024.

- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

The following table outlines the tasks expected of the selected awardee:

Primary Task/Deliverable	Subtasks	Estimated Time-line	Payment Schedule
Invoice #1	Participate in Project Kick-Off Call-Registration and Attendance	March 15-March 30, 2024	30%
	Approved workplan and project budget		
Invoice #2	Host 1 pilot site visit	April 1- May 31, 2024	30%
	Regularly attend project check-in and collaboration calls		
	Submit monthly updates on project workplan		
Invoice #3	Attend and participate reverse site visit	June 1-July 31, 2024	30%
	Regularly attend project check-in and collaboration calls throughout the project period.		
	Submit monthly updates on project workplan		
Invoice #4	Final Report – Template provided by NACCHO	August 1-16, 2024	10%
	Pilot Site Signed Data Use Agreement (DUA)		

**Method of Payment**

NACCHO will pay the selected contractor in 4 installments of 30%, 30%, 30% and 10% of the total budget submitted by the contractor, upon receipt of deliverables per the payment schedule identified in the Scope of Work above. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

**NACCHO Support**

NACCHO staff will serve as a resource to the contractor to ensure adequate completion of the SOW and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO informational resources necessary to complete the tasks above.
- Provide direct technical assistance for completion of tasks, including in person site visit and reverse site visits, periodic virtual meetings and phone or e-mail consultations.

- Provide coordination between the awardee and ASPR to provide additional technical assistance
- Provide monthly opportunities for learning and peer-to-peer networking among awardees;

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

Applicants for Data Readiness for Operational Success project are required to submit the following items for application. Applications will be scored based on the following criteria. All required information must be submitted to be considered.

***The proposal narrative must outline the following content:***

- A. Cover Letter (10 point)**
- B. Local Jurisdiction Information (10 point)**
  - a. Applicant organization name, address, city, and state
  - b. Size of jurisdiction served (i.e., less than 50,000; 50,000 to 499,999; or 500,000 or more people)
  - c. Characteristics of jurisdiction (i.e., rural, urban, suburban, mixed [if mixed, indicate which])
  - d. County(ies)/jurisdiction(s) served by the Local Health Department
  - e. Name, phone number, and email for primary and secondary points of contact for the project.
  - f. Staff that will be responsible for project execution/implementation in addition to their roles and responsibilities for the project.
- C. Qualifications & Experience (10 point)** – *Describe your organizational and staff qualifications and experience providing similar goods or services related to implementation of administrative preparedness documents and procedures such as DUAs and experience in data usage for operational decision making, as required in this RFA. Identify key staff responsible for completing proposed work and provide sufficient detail to demonstrate knowledge, skills, and abilities to perform the functions outlined in the RFA.*
- D. Methodology (20 point)** – *Describe, in detail, your proposed methodology for meeting all project requirements including identifying internal and external stakeholders involved in the project. Include methodology within the project plan (Appendix C)*
- E. Project Deliverables & Timeline (25 point)** – *Provide a realistic work plan including intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion as outlined in Appendix C.*
- F. Budget and Budget Narrative (25 point)** – *In the budget, provide a line item budget, not to exceed \$100,000, that clearly outlines the \$\$ amount, % of total budget, and a narrative cost justification for each line item. Appendix D [Budget Guidance](#).*
  - a. Allowable Expenses guidelines**
    - i. Funds may not be used for equipment purchases that exceed \$5,000 per item or system and would be considered a capital expense.
    - ii. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate more than the current Federal Executive Schedule Level II salary cap.

- iii. 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.
    - iv. See Appendix D [Budget Guidance](#) for detailed information on allowable and unallowable expenses.
  - b. **Respond to the following two questions at the end of the budget narrative:**
    - i. Do you have a prior experience in Federal Contracting?
    - ii. Have you completed a Single Audit?
- G. **Attachments** - Please include the following attachments with your application:
  - a. Required: [Vendor Information Form](#)
  - b. Required: Complete and submit the [Certification of Non-Debarment](#)
  - c. Required: Submit a [W-9](#)
  - d. Required: Proof of active registration with SAM.gov in accordance with active UEI number.
  - e. Required for applications of \$30,000: [FFATA form](#)
  - f. Letter of Support - Provide a letter of support from your local governing entity indicating approval for engaging in a contract with NACCHO to complete project requirements.
  - g. Letter of Support from State Health Agency (Required for local health departments that fall under state health agency governance).

## SUBMISSION INSTRUCTIONS

Applications for the Data Readiness for Operational Success project should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made.
3. The submitted application must include the following items to be deemed completed:
  - A cover page that contains the information outlined below
  - Scope of Work
  - Project Plan
  - Anticipated budget and budget narrative (templated provided in appendix D).
  - Completed [Vendor Information Form](#) , [W-9](#), [Certification of Non-Debarment](#), and [FFATA data collection form](#) (templates provided).
4. Applications should be emailed to [preparedness@naccho.org](mailto:preparedness@naccho.org) in one e-mail by 11:59PM PT on February 23, 2024. Submissions after this deadline will not be considered. Please use the subject line "Data Readiness."
5. NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. All applicants will be notified of their status on or around February 29, 2024 . All questions may be directed to [preparedness@naccho.org](mailto:preparedness@naccho.org).

## **APPENDICES**

- Appendix A: NACCHO's Standard Contract Language
- Appendix B: Scope of Work
- Appendix C: Project Plan
- Appendix D: Budget and Budget Narrative



Appendix A: Standard Contract Language

NACCHO CONTRACT # 2022- \_\_\_\_\_

**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

- 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.
- TERM OF AGREEMENT: The term of the Agreement shall begin on (*insert date*) and shall continue in effect until (*insert date*), unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
- PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 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. Invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			
Invoice III			

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 Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended 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.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO 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. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. 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.).

- 22. **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.”
- 23. **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.
- 24. **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, CCCM  
 Director, Contracts  
 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:**

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.: \_\_\_\_\_

## Appendix B: Scope of Work

**Scope of Work:** <Organization Name>

**Project:** Data Readiness for Operational Success

**Project Period:** March 15, 2024 to September 29, 2024

**Award Amount:** up to \$100,000

### *Project Background*

The Data Readiness for Operational Success project will strengthen readiness for public health threats through data sharing of assets distributed by ASPR during a public health emergency. The focus of this project is to establish advance agreements to allow for timely reporting and access to data to respond effectively to a public health event and the minimum data elements related to the operational process of deployment and receipt of ASPR assets.

### *Scope of Work*

With support from NACCHO, <Organization Name> seeks to meet the following objectives and corresponding Scope of Work below:

- Improve NACCHO and ASPR's understanding of the technical assistance needs when implementing a DUA.
- Identify strategies to improve the process of implementing a DUA.
- Identify and collaborate with stakeholders involved in developing a DUA within the local jurisdiction.
- Identify mutually agreeable language for a DUA between LHDs and ASPR.

### *Required Activities*

To achieve these goals, <Organization Name> will complete the following activities throughout the project period of performance:

- **Project Kick-Off Call:** Attend a kick-off call with NACCHO. The call will introduce program participants, including contacts from NACCHO, and ASPR, and describe goals, expectations, and timelines. Awardees will also share their proposed activities and anticipated outcomes. Project kick-off call will be conducted within two weeks of fully executed contract.
- **Work Plan and Project Budget:** Awardees will submit a work plan outlining their project activities, proposed measures of activity progress, and project budget with application. Awardees will work with NACCHO to have a finalized and approved workplan and budget. Monthly updates to the workplan and budget will be submitted to NACCHO by the last business day of each month.
- **Project check-in meetings:** Awardees will participate in regularly scheduled (up to 2 per month) meetings with NACCHO to review progress of the project workplan.
- **Project collaboration calls:** Awardees will participate in calls, up to 2 calls per month, to foster collaboration between pilot sites, NACCHO and ASPR. The purpose of these meetings is for the pilot sites to provide updates and share challenges, share tools and resources, and to support awardees. NACCHO and ASPR will be available to provide technical assistance and project updates.
- **Pilot Site Visit:** Awardees will host an in-person site visit. Awardees should include NACCHO Staff, ASPR staff, the health department and wider applicable agencies involved in a DUA. Activities for the site visits will be developed based on the specific needs of each pilot site.
- **Reverse Site Visit:** Awardees will participate in an in-person reverse site visit. Location to be coordinated by NACCHO. Both pilot sites, NACCHO and ASPR will participate in a 1-day

collaborative meeting. Funds for reverse site visits should be included in the budget narrative. An estimate of up to a maximum of 5 local staff to participate.

- **Final Report:** Awardees will complete a final report (format to be determined by NACCHO) summarizing all activities conducted during the project and lessons learned. Awardees will include documentation of the DUA progress including drafts. Final report to be submitted by August 16, 2024, to NACCHO.
- **Pilot site signed Data Use Agreement (DUA):** Awardees will submit a signed DUA agreement to NACCHO by August 16, 2024.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

Invoice Schedule

Primary Task/Deliverable	Subtasks	Estimated Time-line	Payment Schedule
Invoice #1	Participate in Project Kick-Off Call-Registration and Attendance	March 15-March 30, 2024	30%
	Approved workplan and project budget		
Invoice #2	Host 1 pilot site visit	April 1- May 31, 2024	30%
	Regularly attend project check-in and collaboration calls		
	Submit monthly updated project workplan		
Invoice #3	Attend and participate reverse site visit	June 1-July 31, 2024	30%
	Regularly attend project check-in and collaboration calls throughout the project period.		
	Submit monthly updated project workplan		
Invoice #4	Final Report – Template provided by NACCHO	August 1-16, 2024	10%
	Pilot Site Signed Data Use Agreement (DUA)		

## Appendix C: Project Workplan

# DATA READINESS FOR OPERATIONAL SUCCESS WORK PLAN

## BACKGROUND

This Administration for Strategic Preparedness and Response (ASPR) funded project aims to strengthen readiness for public health threats through data sharing of assets distributed by ASPR during a public health emergency. Rapid access to actionable data about scarce medical countermeasures (MCMs) or other public health supplies is critical for making decisions that affect the health of the nation during a crisis. This project's main objective will be to enable bidirectional data-sharing between ASPR and the local health department (LHD) for coordinated, scalable, and timely responses to public health threats.

The current state of data sharing relies on often error-prone, sluggish, and burdensome manual and paper-based data exchange methods such as faxing and phone calls to share critical public health data. The focus of this project is to establish advanced agreements to allow for timely reporting and access to data to respond effectively to a public health event and the minimum data elements related to the operational process of deployment and receipt of ASPR assets. Assets may include items such as vaccines, therapeutics, other biological products, medical devices, equipment, and other medical and non-medical supplies determined by ASPR to be necessary to respond to an event.

With support and technical assistance from NACCHO, funded local health departments (LHD) will be responsible for developing a workplan that includes internal and external stakeholders needed to document the process of creating a mutually agreeable DUA to bi-directionally communicate data about the operational process of deployment, receipt, inventory, and utilization of ASPR assets. This process will also include consensus building of minimum data reporting requirements needed for operational decision making and efficiency in data reporting.

## DEVELOPING A PROJECT WORKPLAN

This document is a guide to develop a project workplan that aligns with the intent of funding and project deliverables outlined in the statement of work. It is intended to assist the local health department identify project activities and timeline to meet the goals of the funding. It will also be used by NACCHO staff to ensure the proper support is provided and for ASPR to gain a better understanding of the needs or challenges of LHD's to execute and support a data use agreement. Your workplan should include the following:

- Specific and measurable objectives.
- Strategies that have a strong foundation based on previous successes or challenges.
- Specific action steps with accountabilities, deadlines and resources needed.

To enhance the effectiveness of your efforts, be sure you are fully engaging internal and external stakeholders concerned with each goal at every stage.



## IDENTIFY YOUR DATA READINESS COMMITTEE

The first step is to identify a committee dedicated to support the NACCHO funded Data Readiness for Operational Success. This committee should include internal and external partners that would be engaged in process of a signed and approved data use agreement, the operational process of receipt and distribution of ASPR assets, and those involved in the operational decision making.

## INSTRUCTIONS

Included in this guide is a blank template for you to complete and a sample to help illustrate how it will be used. Complete one template for each priority area; add sections for additional goals or objectives as needed. Adapt this tool as you see fit for your community.

<b>Priority Area:</b>	Enter the priorities of the project to include: <ul style="list-style-type: none"> <li>Signed Data Use Agreement</li> <li>Consensus of Minimum Data Elements</li> </ul>
<b>Goal:</b>	Write a broad statement of what you hope to accomplish related to this priority area.
<b>Performance Measures:</b>	Demonstrate in this section how you will know you are making progress. State specifically what you will measure to determine whether changes have occurred.
<b>Objectives:</b>	Describe the specific measurable end-products of your intervention. Objectives should be SMART: specific, measurable, achievable, realistic, and time frame.
<b>Background:</b>	Document the type of strategy you are using, including internal and external stakeholders and previous experiences with DUA's and reporting requirements.
<b>Activity:</b>	Outline the steps you will take to achieve each objective. The activities are the "how" portion of the action plan. It is best to arrange activities chronologically by start dates. Place each activity in a separate row and add as many rows as you need to the template.
<b>Timeline:</b>	State the projected start and end date for each activity.
<b>Resources Required:</b>	Include all resources needed for this action step. (Examples: funding, staff time, space needs, supplies, technology, equipment, and key partners.)
<b>Lead Person/ Organization:</b>	Identify by name the key person who will initiate the activity, provide direction for the work, and monitor progress.
<b>Progress Notes:</b>	Track progress of completion of activities. Also note any unexpected outcomes, both positive and negative.
<b>Alignment:</b>	Show the alignment between your local jurisdiction, regionally or with the state.

## EXAMPLE DATA USE OPERATIONAL READINESS WORK PLAN

### *ABC County*

Date Created:

Date Reviewed/Updated:

<b>PRIORITY AREA:</b> <i>Data Use Agreement (DUA)</i>
<b>GOAL:</b> <i>ABC County will coordinate with internal and external partners to gain agreement and signed ASPR Data Use Agreement to increase readiness of the utilization of ASPR assets for public health emergencies.</i>

<b>OBJECTIVE #1:</b> By August 16, ABC County will have a signed Data Use Agreement that has been vetted and approved by the local approving authority.
--

<b>BACKGROUND ON STRATEGY</b> <i>ABC County will build on the lessons learned during the implementation and execution of the DUA's used during the COVID-19 pandemic to support a signed DUA in advance of a public health emergency. (Please expand on unique challenges that your jurisdiction has encountered in the past.</i>
--

<b>ACTION PLAN</b>				
<b>Activity</b>	<b>Target Date</b>	<b>Resources Required</b>	<b>Lead Person/ Organization</b>	<b>Notes</b>
Identify stakeholders that are involved in the process of signing a DUA.	3/15/2024	Staff time	Amy Adams, ABC Health Department	Include local and state partners.
Recruit for participation in project	3/30/2024	Staff time	Amy Adams, ABC Health Department	Send overview of the goal of the project. Include in budget as needed for staff time.
Conduct initial project overview and planning meeting with committee members	4/10/2024	Staff time	Joe Smith, Lead for DUA	Use NACCHO project kick off slides for context.
Conduct monthly meetings	Monthly	Staff time	Joe Smith, Lead for DUA	Establish goals for each month, schedule meeting times, locations/zoom.
Document DUA draft changes	Monthly	Staff time	Joe Smith, Lead for DUA	Provide updates and progress to NACCHO staff during monthly check-ins.
Submit signed DUA to NACCHO	8/16/2024	Staff time	Amy Adams, Project Lead	Submit DUA to NACCHO

<b>PRIORITY AREA:</b> <i>Minimum Data Elements</i>
<b>GOAL:</b> <i>ABC County will coordinate with internal and external partners to agree on minimum data elements in the DUA.</i>
<b>OBJECTIVE #:</b> <i>By July 31, 2024 ABC County will have identified agreed upon minimum data elements to be contained within the DUA.</i>
<b>BACKGROUND ON STRATEGY</b> <i>ABC County will build on the lessons learned during previous public health responses to identify the minimum sharable data elements that will be mutually beneficial for operational decision making for ABC County and the Administration for Strategic Preparedness and Response.</i>

<b>ACTION PLAN</b>				
<b>Activity</b>	<b>Target Date</b>	<b>Resources Required</b>	<b>Lead Person/ Organization</b>	<b>Notes</b>
Identify stakeholders involved in the deployment, receipt, inventory, utilization and reporting of ASPR assets.	3/15/2024	Staff time	Amy Adams, Project Lead	Include local and state partners
Conduct initial project overview and planning meeting with committee members	4/10/2024	Staff time	Emily Johnson, Data Elements Lead	Use NACCHO project kick off slides for context.
Conduct Monthly Meetings	Monthly	Staff Time	Emily Johnson, Data Elements Lead	Establish goals for each month, schedule meeting times, locations/zoom.
Document drafts of minimum data elements	Monthly	Staff time	Emily Johnson, Data Elements Lead	Provide drafts and progress to NACCHO staff during monthly check-ins to be shared at collaborative meetings with ASPR.
Share minimum data elements with DUA committee to be included in DUA	6/30/2024	Staff time	Emily Johnson, Data Elements Lead	Submit final list of data elements to DUA committee

**DATA USE OPERATIONAL READINESS WORK PLAN BLANK TEMPLATE**

**Organization Name:**

**Date Created:**

**Date Reviewed/Updated:**

<b>PRIORITY AREA:</b>
<b>GOAL:</b>

<b>OBJECTIVE #1:</b>				
<b>BACKGROUND ON STRATEGY</b>				
<b>ACTION PLAN</b>				
<b>Activity</b>	<b>Target Date</b>	<b>Resources Required</b>	<b>Lead Person/ Organization</b>	<b>Notes</b>

<b>PRIORITY AREA:</b>
<b>GOAL:</b>

<b>OBJECTIVE #1:</b>				
<b>BACKGROUND ON STRATEGY</b>				
<b>ACTION PLAN</b>				
<b>Activity</b>	<b>Target Date</b>	<b>Resources Required</b>	<b>Lead Person/ Organization</b>	<b>Notes</b>

Appendix D: Budget Narrative and Budget

**1. BUDGET NARRATIVE TEMPLATE**

**[Insert name of your agency]**

[Insert Project Name]

[Insert project period of performance]

**Budget Narrative**

DIRECT LABOR AND EXPENSES

**Personnel**

**Subtotal: \$ XX,XXX.XX**

*Personnel included in NACCHO budgets are subject to federal caps on salary. In line with NACCHO's cooperative agreement with the CDC, no federal funds can be used to pay the salary of an individual at a rate in excess of the rates included in the Executive Level II payscale. The 2023 cap on Senior Executive salaries is \$212,100 annually (i.e., \$17,675 monthly, \$102 hourly). Note that the salary rate limitation does not restrict the salary that an entity may pay an individual working under a federal contract or order; it merely limits the portion of that salary that may be paid with federal funds.*

<b>Staff Name and Position:</b> <i>List each staff member's name and position (including any to be hired) on a separate line.</i>	<b>Job Functions:</b> <i>Include a short description of each staff member's role in the project and key job functions.</i>	<b>Annual Salary</b>	<b>% Time</b> <i>(on project)</i>	<b># Months</b> <i>(on project)</i>

**Fringe Benefits**

**Subtotal: \$ XX,XXX.XX**

Fringe Benefits: XX% x Total Direct Staff Salaries

Fringe Benefit: Include an itemized list of individual fringe benefits allocated to each staff or categories of staff.	% of Salary	Amount Requested

**OTHER DIRECT EXPENSES**

**Contracts (Subaward and/or Contractor)**

**Subtotal: \$ XX,XXX.XX**

*Include a short justification of each contractor or subaward in the budget. Specify the contractor’s name (if known), their rate (per hour, day, month, fixed), and quantity of services (in hours, days, months, or fixed) provided. Make sure to explain how each contractor advances the project’s goals and activities.*

**Equipment/Supplies**

**Subtotal: \$ XX,XXX.XX**

*Include a list of any tangible equipment being purchased or rented as well as their estimated unit costs, number of units to be purchased/rented, and total amount. Please make sure to provide a justification for any purchase or rental. Equipment items with a per unit cost of over \$5,000 are not allowable. IMPORTANT: For any telecommunications expenses or video surveillance equipment in the budget (including any reimbursement for cell phone/data for staff), please include the name of the manufacturer and/or service provider and details such as the model of equipment. See the budget guidance document for more information.*

Equipment Item	Unit Cost	# of Units	Amount Requested	Description & Purpose

*Include a list of each supply item and materials to be purchased as well as their estimated unit costs, number of units to be purchased, and total amount. Please make sure to provide a justification for purchasing each supply item.*

Supply Item	Unit Cost	# of Units	Amount Requested	Description & Purpose

**Travel** **Subtotal: \$ XX,XXX.XX**

*Provide details on all planned travel, including the number of trips/travelers and purpose of each trip as it relates to the project workplan. This should include a breakdown of specific costs making up the trip (i.e., destinations, number of miles traveled, per diem budgeted) as well as how you derived those costs (e.g., mileage reimbursement rate, federal per diem rate, etc.).*

**Other Expenses** **Subtotal: \$ XX,XXX.XX**

*Provide details on the specific direct expenses budgeted and how each relates to your project’s goals and activities. For any direct expenses shared across your organization’s funding sources, be sure to specify the percentage of costs attributed to this particular budget.*

**INDIRECT COSTS** **Subtotal: \$ XX,XXX.XX**

The indirect cost rate is XX% and is computed on the following direct cost base of \$ XX,XXX.XX

**Total Budget Requested: \$XX,XXX.XX**

- 2. **BUDGET**
  - a. [Template Budget Worksheet](#)
  - b. [Budget Guidance](#)