

# **Request for Application**

# Infectious Disease Outbreaks: Enhancing Forecasting and Analytics Capabilities for Local Health Departments (LHDs)

Date of release: July 28, 2023

Application due date: 11:59 PM ET on September 8, 2023

# **SUMMARY INFORMATION**

Project title	Infectious Disease Outbreaks: Enhancing Forecasting and Analytics	
	Capabilities for Local Health Departments (LHDs)	
Proposal due date and time	September 8, 2023, at 11.59 PM ET	
Selection announcement date	July 28, 2023	
Source of funding	CDC	
NOA Award No.	6NU380T00306-05-01	
Maximum funding amount	\$75,000	
Point of contact for questions	Alok Patra: phinformatics@naccho.org	
regarding this application		
Special conditions of this award	None	

# **OVERVIEW**

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 3,000 local health departments (LHDs) nationwide. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO supports LHDs in developing and implementing public health policies and practices that afford communities access to vital programs and services that protect them from disease and disaster. Additionally, NACCHO engages with federal policymakers on behalf of LHDs to ensure adequate resources for LHDs and appropriate public health legislation and policies are in place to address the myriad of public health challenges facing communities.

NACCHO, with support from the Centers for Disease Control and Prevention (CDC) Center for Forecasting and Outbreak Analytics, will provide funding to strengthen LHD capacity to integrate forecasting and analytical tools into infectious disease outbreak planning and response at the local level. Specifically, this project aims to support LHDs in the following areas:

- To assess the current response capabilities and readiness of the LHD in the area of disease forecasting and analytics;
- To identify strengths and opportunities for improvement in the department's existing infrastructure, processes, and skill sets;
- To seek opportunities to enhance preparedness planning and response capabilities for LHDs through the use of forecasting methods and data analytics tools;
- To develop a training plan to enhance LHD preparedness planning and response capabilities through the use of forecasting methods and data analytics tools; and
- To develop a framework for ongoing monitoring, assessment, and improvement of the department's disease forecasting and analytics capabilities.

The project will involve implementing tools and methodologies to enable the department to proactively predict and analyze disease outbreaks, thereby improving public health response and mitigating the impact of infectious diseases.

# **FUNDING OVERVIEW AND TIMELINE**

NACCHO will issue awards in the form of fixed-price contracts not to exceed \$75,000 to LHDs that complete the required scope of work. Applications must be submitted by September 8 at 11:59 PM ET, and selections will occur on or around September 20, 2023. The project period will begin on October 20, 2023, and end on June 30, 2024. All necessary information regarding the project and application process is outlined in this Request for Applications (RFA).

NACCHO will host an optional informational webinar for potential applicants on August 18, 2023, at 2:00 PM ET (1:00 PM CT, 12:00 PM MT, 11:00 AM PT) to review the RFA and respond to questions. Register for the webinar by clicking <u>here</u>. Please note that no new information will be shared during the webinar, and applicants do not need to wait for the optional webinar to begin or submit applications. The webinar will be recorded, and the recording will be posted on the RFA announcement page on <u>NACCHO's website</u> when available. A regularly updated Frequently Asked Questions document will also be posted on the RFA announcement page. Please e-mail any questions to <u>phinformatics@naccho.org</u>.

## Key dates

Event	Date
Release of Disease Forecasting Project RFA	July 28, 2023
An optional informational <u>webinar</u> for potential applicants	August 18, 2023
Application period closes	September 8, 2023 (11:59 PM
	ET)
Anticipated notice of award	September 20, 2023
Anticipated Contract Start Date	October 20, 2023
Anticipated Contract End Date	June 30, 2024

# **ELIGIBILITY AND CONTRACT TERMS**

This funding opportunity is open to LHDs interested in strengthening their local readiness to respond to existing or emerging infectious diseases by building the capacity to create, interpret, and communicate models and outbreak analytics.

Applicants for this funding opportunity should be able to:

- Carry out hands-on training, simulations, and exercises to increase decision-maker capacity to translate analytic results into public health actions and policy development;
- Create a team of 2-3 members from various backgrounds (Infectious Disease, Surveillance, Preparedness, Data analysis, Communication, decision-makers) who will:
  - Participate in a monthly community of practice call with other LHDs;
  - Participate in technical assistance provided by NACCHO to increase understanding and usage of forecasting models and analytics in real time;
  - Complete necessary basic training related to disease forecasting and analytics as mentioned in the RFA; and
  - Coordinate with local, state, and regional partners for disease outbreak response.

Selected LHDs will enter into a contract with NACCHO to complete the required activities outlined below. NACCHO will pay each awarded LHD demonstration site in exchange for completing the assigned scope of work and accepted deliverables.

Please note that NACCHO reserves the right to change the project timeline and payment schedule if necessary.

# PROJECT EXPECTATIONS AND REQUIREMENTS

This project seeks to enhance the capacity of LHDs to respond to infectious disease outbreaks by strengthening disease forecasting and analytics capabilities and communications. LHDs will be able to identify gaps and weaknesses in the existing infrastructure, data informatics, staffing models, and training requirements. At the end of this project, LHDs should be able to select and implement appropriate disease forecasting and analytics tools (e.g., advanced statistical models, data visualization platforms); have a staffing and training model for their workforce development; and leverage data analytics and forecasts to help decision-making.

NACCHO will provide technical assistance, support the existing community of practice (CoP) monthly call and <u>virtual community</u>, and provide direct funding to LHDs.

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

## **Required project activities**

Selected LHDs will be required to:

- Create a team of 2-3 members to support the project activities.
  - Team members can include staff such as Epidemiologists, Emergency Response Coordinators, Data Specialists, Communication Specialists, Program Coordinators, Bureau chiefs/Division Directors, etc.
- Conduct a landscape analysis of LHD capacity for data collection, analysis, visualization, and communication with decision-makers that includes staff capacity and skill sets;
- Develop a staffing and training plan that addresses needs identified in the landscape analysis;
- Coordinate with the project team and other LHD staff, as appropriate, to create a project plan outlining the goals, priorities, activities, and objectives for this work. Plans can include such activities (recommend3 activities at minimum) as:
  - Completing the relevant coursework listed by NACCHO in Appendix A, Attachment II needed for each skill set. If there are educational courses not listed here but provide similar training experience, then NACCHO must approve them before they can be used as part of this grant deliverable;
  - Developing data collection strategies or forecast models for future disease outbreaks;
  - Creating, adapting, or enhancing tools/products (e.g., a forecast algorithm or data dashboard) using already collected data. The data must be related to a respiratory infectious disease only;
  - Preparing comprehensive documentation, including standard operating procedures (SOPs), guidelines, and manuals, to ensure the sustainability of any new systems and processes; and/or
  - Developing and sharing a communication plan to convey forecasting/analytics messages to the general public and decision-makers during an outbreak.
- Establishing a framework for monitoring, evaluation, and quality assurance to assess the ongoing effectiveness and impact of the enhanced disease forecasting and analytics capabilities;

- Engage with NACCHO for peer-sharing and technical assistance by:
  - Joining the existing Disease Forecast and Outbreak Analytics Community of Practice (CoP) organized by NACCHO and participating in the monthly CoP calls; and
  - Participating in peer sharing and technical assistance calls facilitated by NACCHO to review the progress of planned activities and share lessons learned.
- Participate in evaluation-related activities to track and measure progress toward project outcomes;
- Participate in a Tabletop Simulation at Preparedness Summit 2024 in Cleveland, Ohio. Funding for the travel and housing will be provided by NACCHO separately; and
- Complete a final report detailing successes, challenges, and lessons learned.

## **APPLICATION INSTRUCTIONS**

Applicants should:

- 1. Review the requirements and expectations outlined in this RFA.
- 2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices, for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made.
- 3. Email the completed application to <u>phinformatics@naccho.org</u> by 11:59 PM ET September 8, 2023. Submissions after this deadline will not be considered. Please use the subject line "LHD Disease Forecasting and Analytics."

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

- a. Cover page that contains the information outlined below;
- b. Narrative that is no more than three pages that address all required activities;
- c. Anticipated budget (<u>template provided</u>) and budget justification (no more than one page); and
- d. Completed <u>Vendor Information Form</u>, <u>W-9</u>, <u>Certification of Non-Debarment</u>, and <u>FFATA</u> <u>data collection form</u> (templates provided).
- 4. NACCHO will confirm receipt of all applications within two business days; however, confirmation of receipt does not guarantee verification of completeness. If you do not receive confirmation of receipt of the application within two business days, please call 202-783-3628. All applicants will be notified of their status on or around September 20, 2023. All questions may be directed to phinformatics@naccho.org.

# **SELECTION PROCESS**

Applications for the NACCHO LHD Disease Forecasting and Analytics project will be evaluated and scored based on the following criteria:

Criteria	Weight	Cumulative weight
Jurisdiction need	35%	35%
Capacity to implement the project	35%	70%
Project Goals and Priorities	20%	90%
Health Equity	10%	100%

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

Applications should include:

Section	Details	Page/word limitations
Cover page	<ul> <li>The cover page must include the following information:</li> <li>Applicant organization name, address, city, and state;</li> <li>Size of jurisdiction served (i.e., less than 50,000; 50,000 to 499,999; or 500,000 or more people);</li> <li>Characteristic of jurisdiction (i.e., rural, urban, suburban, mixed (if mixed, indicate which));</li> <li>Counties served by the LHD; and</li> <li>Name, phone number, and email for primary and secondary points of contact for the project.</li> <li>Responses to the following two questions: <ul> <li>Do you have prior experience in Federal Contracting?</li> <li>Have you completed a Single Audit?</li> </ul> </li> </ul>	None; does not count toward page limit
Project Narrative	<ul> <li>Jurisdiction need Describe the need related to respiratory infectious disease forecasting and analytics in the jurisdiction and the jurisdiction's current efforts, including the following: <ul> <li>Current disease forecasting and analytics activities including communications to support decision- making;</li> <li>Existing challenges related to enhancing preparedness planning and response capabilities and/or known gaps at the local level; and</li> <li>Potential impacts of disease forecasting and analytics and accurate messaging on people and communities who experience health disparities, including those marginalized due to racial and ethnic identity, age, physical ability, primary language spoken, gender identity, and sexual orientation and people who live in rural, frontier,</li> </ul> </li> </ul>	Upto 3 pages

Section	Details	Page/word limitations
	or medically underserved areas (you may choose to reference the <u>Medically Underserved</u> <u>Areas/Populations designation</u> and/or the <u>CDC/ATSDR Minority Health Social Vulnerability</u> <u>Index</u> ). <u>Implementation capacity</u> Describe your organization's capacity to implement this	
	<ul> <li>project. This should include, but is not limited to:</li> <li>A staffing plan for the project team description of roles, responsibilities, and accountability for the project;</li> <li>Considerations for sustainability, such as how this project will align with other funding streams; how it builds upon past work and supports future goals; and how enhanced LHD capability or new partnerships might be supported or leveraged beyond the funding period; and</li> <li>Existing inter-departmental relationships, partnerships with the state health department, academic institutions, and/or other entities as well as the expected process to coordinate and engage those partners.</li> </ul>	
	<u>Project and Goals and Priorities</u> Describe your organization's initial priorities and anticipated outcomes of project participation.	
Budget and budget justification	<ul> <li><u>Budget</u> Refer to the <u>budget template and instructions</u> (note: this will appear in your browser's downloads). The budget will not be included in the scoring criteria but is required for complete application submissions.</li> <li><u>Budget justification</u> Develop a budget justification that explains each line-item and how the amounts were derived. See detailed guidance below.</li> <li>Personnel: List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate</li> </ul>	Budget justification: one page or less
	<ul> <li>these staff persons to conduct.</li> <li>Fringe Benefits: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance. Documentation of fringe and indirect rates will be requested for contracting.</li> <li>Supplies: Identify supplies in the detailed budget and the intended use for these supplies (i.e., what activities will the supplies support). Note from Appendix B</li> </ul>	

Section	Details	Page/word limitations
	<ul><li>(unallowable costs): funds may not be used for equipment purchases.</li><li>Contractual: Identify each proposed contract and specify its purpose and estimated cost.</li></ul>	
Attachments	<ul> <li>Required for all applications</li> <li>Complete and submit the <u>Vendor Information Form</u> (Appendix C)</li> <li>Complete and submit the <u>Certification of Non-Debarment</u></li> <li>Submit a <u>W-9</u></li> <li>Required only for applications \$30,000 and more</li> <li>Complete and submit the <u>FFATA data collection form</u>. (This form will be required for all contracts over \$30,000, but if you are not able to complete the form in time for the application deadline, this form can be submitted up to three weeks after the application deadline.)</li> <li>Proof of active registration with SAM.gov in accordance with active DUNS number.</li> <li>Optional</li> <li>Letters of support</li> <li>Partnership agreements</li> </ul>	N/A

# APPENDICES

## Appendix A

## 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

- 1. <u>PURPOSE OF AGREEMENT</u>: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of \_\_\_\_\_ GRANT # \_\_\_\_, CFDA # \_\_\_\_\_, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
- 2. <u>TERM OF AGREEMENT</u>: The term of the Agreement shall begin on (*insert date*) and shall continue in effect until (*insert date*), unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
- 3. <u>PAYMENT FOR SERVICES</u>: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ ######.00 (enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Three invoices must be submitted as follows:

Invoice I		
Invoice II		
Invoice III		

(insert time increment). (May be "monthly" or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!).

NACCHO award number must be included on all invoices. <u>Unless otherwise</u> 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, <u>at the</u> address for *the giving of notices as set forth in Section 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

## ARTICLE II: GENERAL PROVISIONS

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

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

- 4. <u>REVISIONS AND AMENDMENTS</u>: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
- 5. <u>ASSIGNMENT</u>: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
- 6. <u>CONTINGENCY CLAUSE</u>: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
- 7. <u>INTERFERING CONDITIONS</u>: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
- 8. <u>OWNERSHIP OF MATERIALS</u>: 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. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14
- 9. <u>RESOLUTION OF DISPUTES</u>: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual

costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

- 10. <u>TERMINATION</u>: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
- 11. <u>ENTIRE AGREEMENT</u>: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
- 12. <u>PARTIAL INVALIDITY</u>: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
- 13. <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
- 14. <u>ADDITIONAL FUNDING:</u> Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
- 15. <u>REMEDIES FOR MISTAKES</u>: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
- 16. <u>COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS</u>: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
- 17. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375,

"Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 18. <u>DEBARRED OR SUSPENDED CONTRACTORS</u>: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor 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. <u>LOBBYING RESTRICTIONS AND DISCLOSURES</u>: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. <u>SALARY LIMITATION</u>: 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. <u>COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS</u>: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 22. <u>WHISTLEBLOWER PROTECTION:</u> Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
- 23. <u>EXECUTION AND DELIVERY</u>: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail had been received.

24. <u>NOTICE</u>: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email or 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: <u>Alok Patra</u> [Name of Program Staff] 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 Tel. (202) Fax (202) 783-1583 Email: apatra@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

#### FOR CONTRACTOR:

(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:	CONTRACTOR:
By:	By:
Name: Jerome Chester	Name:
Title: Chief Financial Officer	Title:
Date:	Date:
	Federal Tax ID No.:
	DUNS No.:

### Attachment 1 NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS CONTRACTOR AGREEMENT – ATTACHMENT I

#### SCOPE OF WORK

Task 1:

- a. Complete the project's pre-assessment\*
- b. Join the NACCHO Disease Forecasting and Analytics Community of Practice and Virtual Community.

Task 2: Conduct a landscape analysis of LHD capacity related to data collection, analysis, visualization, and communication with decision-makers and provide NACCHO with a copy of the analysis plan and findings.

Task 3: Develop a staffing model related to forecasting and analytics that includes a training plan to build LHD staff capacity and skill sets and address any gaps identified (the training plan can be ongoing and does not need to reflect training only within the project period).

Task 4: Create a project plan outlining the goals, priorities, activities, and objectives for this work. It should include at least three activities outlined in the RFA.

Task 5: Share with NACCHO a version of the project implementation plan that shows progress toward goals, objectives, and activities.

Task 6: Establish a framework for monitoring, evaluation, and quality assurance to assess the ongoing effectiveness and impact of the enhanced disease forecasting and analytics capabilities and share with NACCHO.

Task 7: Coordinate with NACCHO and participate in peer sharing and technical assistance and training:

- Participation in at least 80% of monthly community of practice calls and/or check-in polls
- Documentation of at least 3 posts on the Virtual Community page, which can include sharing resources such as codes or models, training materials, communication plans, etc.
- Completion of mid- and post-assessment\*
- Submission of end of project report to articulate challenges, lessons learned, successes, and future needs and final evaluation measures as requested by NACCHO\*
- Support at least one communications product to share lessons learned and best practices\*

Task 6: Participate in the tabletop simulation at Preparedness Summit 2024.

\* NACCHO will provide templates for these deliverables in advance of the due date.

#### Attachment II

#### NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS CONTRACTOR AGREEMENT – ATTACHMENT II

Persona Role Persona **Required Training** Received results of forecast and Infectious Disease analysis interpretation. Uses the Transmission Models for forecast and analysis **Decision-Makers** Decision Maker interpretation to make decisions. • Executive Data Science Usually, the Incident Commander Specialization or other high-level member of the • Ethics in AI and Data Science **Command Staff** IS-700.B: An Introduction to • Ensures appropriate pathways in the National Incident the Incident Command structure Management System are established for the smooth IS-100.C: Introduction to the • flow of disease forecast and **Emergency Response** Incident Command System, analysis. Established policies and Coordinator **ICS** 100 procedures, as part of the • IS-200.C: Basic Incident emergency response plan, for Command System for Initial analytics and forecasting Response, ICS-200 incorporation into the Incident Command System. Infectious Disease • Transmission Models for **Decision-Makers** Introduction to Infectious Leverage disease forecasting and **Disease Modeling** analytic methods/tools to produce Fundamentals of Machine forecasts and analysis for Learning for Healthcare decision-making. Interprets the Disease Forecaster/Analyst The Data Science of Health results and presents them for • Informatics decision makers in an intuitive way. Generally, the lead of a Unit • Data Science: Inference and under the planning section of the Modeling Incident Command system. Ethics in AI and Data Science • Statistical Thinking for Data • Science and Analytics

Academic Courses

Data Specialist	Ensures the Disease Forecaster and Analyst have the appropriate data and systems to produce forecasts, analysis, and interpretation. Works with internal and external stakeholders to design systems, capture data, and support tools used in forecasting and analysis.	•	The Data Science of Health Informatics Ethics in AI and Data Science
	**		
	Generally is under the Unit lead		
	by the disease forecaster and		
	analyst in the Incident Command		
	System.		

## Appendix B

#### List of unallowable costs

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

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

2. Donations/Contributions (FAR 31.205-8)

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

4. Contingencies (FAR 31.205-7)

5. Bad Debts (FAR 31.205-3)

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

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

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

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

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

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

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

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

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

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

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

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

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

Please contact NACCHO with specific questions about what is allowable.

#### Funding Restriction Language from Notice of Funding Opportunity:

Funding Restrictions:

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

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

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

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

Restrictions Related to Projects Funded through Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act and the Coronavirus Response and Relief Supplement Appropriations Act, 2021 (P.L. 116-260) agrees, as applicable to the award, to: 1) comply with existing and/or future

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