

# NACCHO

National Association of County & City Health Officials

## REQUEST FOR APPLICATION

**Wastewater Surveillance for SARS-CoV-2 Mentorship Program**

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

**Release Date: February 1, 2023**

**Due Date: **March 10, 2023****

## SUMMARY INFORMATION

**Project Title:** Wastewater Surveillance for SARS-CoV-2 Mentorship Program

**Proposal Due Date and Time:** 11:59 PM ET, Friday, March 10, 2023

**Selection Announcement Date\*:** March 2023

**Source of Funding:** Centers for Disease Control and Prevention

**NOA Award No.:** 6 NU38OT000306-05-01

**Maximum Funding Amount:** \$15,000 per mentor and \$10,000 per mentee

**Number of awards available:** Four (4) awards total: one (1) mentor and three (3) mentees

**Estimated Period of Performance\*:** March 15, 2023, through July 31, 2023, pending contract execution

**Point of Contact for Questions Regarding this Application:** NACCHO's Water, Sanitation & Hygiene Team ([WASH@naccho.org](mailto:WASH@naccho.org))

**Application Submission:** Applications and all supporting materials must be submitted via email to [WASH@naccho.org](mailto:WASH@naccho.org)

\*Subject to change due to deadline extension and other contracting needs.

## OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 3,000 local health departments (LHDs) across the country. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO provides capacity-building resources that support LHD leaders in developing and implementing public health policies and practices to ensure communities have access to the 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, appropriate public health legislation, and sensible policies are in place to address the myriad of public health challenges facing communities.

The COVID-19 pandemic has shown how accurate and timely data is the cornerstone of emergency preparedness and response. However, limitations arose with traditional surveillance systems in keeping track of the spread of the virus since it captured mainly symptomatic individuals who sought out care and those who had access to COVID-19 testing. Wastewater surveillance is a more inclusive, non-invasive, and inexpensive method of disease surveillance that brought a better picture of community-level infections while also complementing existing COVID-19 surveillance systems.

SARS-CoV-2, the virus that causes COVID-19, can be shed in the feces of symptomatic, pre-symptomatic, and asymptomatic individuals. Since nearly 80% of households in the United States are connected to a municipal wastewater collection system, sewage serves as an efficient pooled sample to provide information on community-level and subcommunity-level infections and trends. Wastewater surveillance of SARS-CoV-2 can serve as an early warning system for communities, as cases can be detected through wastewater surveillance up to 3 to 4 days before detection is possible with individual testing. Access to information earlier can help to direct resources (i.e., individual testing and vaccinations) accordingly and inform decision-making to limit the spread of the virus. Wastewater

surveillance is an efficient and robust tool to track the community spread of COVID-19 and has the potential to be used for other emerging threats, like monkeypox and poliovirus.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity to support local health departments in implementing and expanding their wastewater surveillance efforts for COVID-19. Local health departments with demonstrated experience in utilizing wastewater surveillance to track SARS-CoV-2 will be matched with LHDs in the early stages of developing a wastewater surveillance program and who are looking for guidance, tools, and resources for making progress toward meeting their community needs. The first mentorship cohort took place in 2022, with one mentor (City of Tempe, AZ) and two mentees (Chautauqua County, NY, and Genesee and Orleans County, NY). For this 2023 cohort, NACCHO is seeking applications for three (3) mentee sites of up to \$10,000 each and one (1) mentor site of up to \$15,000.

The goal of this mentorship program will help to ensure that local health departments have the support necessary to start or expand wastewater surveillance programs to fit their community's needs. It also ensures that local health departments with expertise in wastewater surveillance have the opportunity to share their knowledge through mentorship.

NACCHO will support Awardees to:

- Participate in monthly virtual meetings.
- Share tools, resources, and lessons learned throughout the program.
- Complete a pre-assessment (both mentors and mentees) and post-assessment (mentees only).
- Connect with subject-matter experts on wastewater surveillance.
- Participate in an end-of-year webinar to share lessons learned.

Selections will be made and announced in March 2023. The project period will run from March 15, 2023 – July 31, 2023, pending contract execution. Applications and all supporting materials must be submitted via email to [WASH@naccho.org](mailto:WASH@naccho.org) no later than 11:59 PM ET on Friday, March 10, 2023. Incomplete applications will not be reviewed.

All necessary information regarding the project and application process may be found in this RFA. Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing the Water, Sanitation & Hygiene Team at [WASH@naccho.org](mailto:WASH@naccho.org).

NACCHO will host an ***optional informational webinar*** on February 9, 2023, at 1:00 PM EST to provide an overview of the RFA and answer questions. To attend the webinar, register [here](#). Please note that no new information will be shared during the call. Applicants do not need to wait for this optional call in order to begin or submit an application. This call will be recorded and posted to the [NACCHO WASH webpage](#).

## **ELIGIBILITY AND CONTRACT TERMS**

### **Eligibility**

Eligible programs must:

1. Represent a local health department or other local government agency. “Local” is here defined as organizations working at county, city, or community levels. Private entities are not eligible for funding through this opportunity;
2. Mentors: Applicants applying to serve as mentors should demonstrate subject-matter expertise and experience leading a wastewater surveillance program;
3. Mentees: Applicants applying to become mentees should demonstrate interest and need in developing and/or expanding wastewater surveillance in their jurisdiction, and how this mentorship program will guide them through this process.

### **Period of Performance:**

The target project period of performance is from March 15, 2023, through July 31, 2023, pending contract execution. Upon the receipt of approval by CDC, NACCHO may be able to offer the opportunity to extend the period of performance at the end of July 2023 if activities remain incomplete. Details regarding the possible changes to the timeline will be finalized with selected Applicants. The general budget period timeline must be aligned with the above dates.

### **Contract Terms**

NACCHO will issue a total of four (4) awards for the 2023 cohort of the Wastewater Surveillance Mentorship program: one (1) mentor award up to \$15,000 and three (3) mentee awards up to \$10,000 each. Interested applicants must complete and submit all the required application materials outlined in this document.

Selected applicants will enter into an agreement with NACCHO using the NACCHO standard contract terms and conditions (terms and conditions) attached as Appendix B below. Agreement with the 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 the majority of NACCHO’s contract language should not apply for this initiative.**

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

## SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date/Time
<b>Release of Preparing for Wastewater Surveillance for SARS-CoV-2 Mentorship Pilot Program</b>	February 1, 2023
<b>Optional Informational webinar for Potential Applicants</b>	February 9, 2023 1:00 PM ET <a href="#">Registration Link</a>
<b>Submission Deadline</b>	March 10, 2023 11:59 PM ET
<b>Award Notification Date*</b>	March 2023
<b>Anticipated Contract Start Date*</b>	March 15, 2023
<b>Anticipated Contract End Date*</b>	July 31, 2023

\*These dates are subject to change due to the deadline extension and other contracting needs.

## PROJECT GOALS & TECHNICAL REQUIREMENTS

### **Project Goals and Objectives**

The overall goal of this mentorship program is to ensure that local health departments have the support necessary to start or expand wastewater surveillance programs to fit their community's needs. It also ensures that local health departments with expertise in wastewater surveillance have the opportunity to share their knowledge through mentorship. Local health departments with demonstrated experience in utilizing wastewater surveillance to track SARS-CoV-2 will be matched with LHDs in the early stages of developing a wastewater surveillance program and who are looking for guidance, tools, and resources for making progress toward meeting their community needs.

The primary objectives of this program include:

- Establishing a growing network of counties and cities across the United States who are experienced in the implementation of wastewater surveillance to prevent the spread of SARS-CoV-2;
- Improving NACCHO's and CDC's understanding of the technical assistance needs with building wastewater surveillance capacity;

- Identifying strategies to improve the implementation of wastewater surveillance for SARS-CoV-2;
- Identifying resource needs in implementing a wastewater surveillance program;
- Providing a venue for local health departments interested in developing or expanding their wastewater surveillance program to share resources, experiences, and lessons; and
- Strengthening relationships between local health departments and subject matter experts from CDC and other agencies/organizations.

### Technical Requirements & Scope of Work

The following section outlines the activities required for each Awardee.

- **Kick-off Call:** Attend a kick-off call with NACCHO. Awardees will also be asked to develop a short presentation to introduce their jurisdiction. The call will introduce program participants, including contacts from the National Association of County and City Health Officials (NACCHO), and the Centers for Disease Control and Prevention (CDC), and describe goals, expectations, and timelines. Awardees will also share their proposed activities and anticipated outcomes.
- **Monthly Calls:** Participate in monthly calls with NACCHO. These will occur monthly throughout the project period between mentors, mentees, NACCHO, and CDC. NACCHO staff will coordinate the scheduling of these check-in meetings. The purpose of these meetings is for the mentees to provide updates and share challenges, for mentors to provide guidance, share tools and resources, and to support mentees in addressing issues. NACCHO and CDC will be available to provide technical assistance and updates.
- **Pre-Assessment (both mentors and mentees) and Post-Assessment (mentees only):** Mentees will be required to complete a pre-assessment as part of their application and a post-assessment at the end of the program to determine the status and progress of their wastewater surveillance program. Mentors will be required to complete the pre-assessment only.
- **Final Deliverables:** Awardees will complete a final report (format to be determined by NACCHO) summarizing all activities conducted during the project and lessons learned. Any materials, including tools, standard operating procedures, sampling plans, etc. produced as a part of this project should be submitted at this time as well.
- **End-of-year Webinar:** Awardees will participate in an end-of-year webinar to share lessons learned throughout the program and recommendations for implementing or expanding a wastewater surveillance program with other local jurisdictions.

Deadline for Completion	Activity
March 2023*	<ul style="list-style-type: none"> <li>• All applicants notified of selection status</li> <li>• Kick-off call and begin project activities – to be scheduled</li> </ul>
March 2023 – July 2023	<ul style="list-style-type: none"> <li>• Complete program activities including monthly technical assistance calls with mentor site.</li> </ul>
July 14, 2023	<ul style="list-style-type: none"> <li>• Submit invoice #1 (March 15 - June 30, 2023) with reimbursement materials</li> </ul>

July 31, 2023	<ul style="list-style-type: none"> <li>• Participate in an end-of-year webinar</li> <li>• Complete post-assessment (mentees only) and final deliverables</li> </ul>
August 14, 2023	<ul style="list-style-type: none"> <li>• Submit invoice #2 (July 1- July 31, 2023) with reimbursement materials</li> </ul>

\*These dates are subject to change due to possible application deadline extensions and other contracting needs.

### **Method of Payment**

NACCHO will disburse payment to awardees upon receipt of invoices as scheduled 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 selected awardees to ensure adequate completion of required project activities outlined in the scope of work and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO reports and other resources necessary to complete the tasks above;
- Provide monthly opportunities for learning and peer-to-peer networking among awardees;
- Provide direct technical assistance for the completion of tasks, including periodic meetings and phone or e-mail consultations, as needed;
- Share available webinars, resources, trainings, and other materials related to wastewater surveillance to support capacity building among awardees; and
- Connect awardees with subject-matter experts in the field of wastewater surveillance.

### **Expectations of Mentors and Mentees**

Mentors are expected to:

- Attend monthly check-in calls with mentees organized by NACCHO;
- Provide direct technical assistance for mentees, including periodic meetings and phone or e-mail consultations, as needed;
- Provide guidance and share recommendations with mentees on how to overcome potential barriers and challenges in implementing/expanding their wastewater surveillance programs.
- Share tools and resources to support mentees throughout the program.

Mentees are expected to:

- Attend monthly check-in calls with mentor site organized by NACCHO;

- Share challenges and barriers in implementing/expanding their wastewater surveillance programs.
- Document and share lessons learned, related tools, and resources that were developed throughout this project.

## PROPOSAL RESPONSE FORMAT

### Application Instructions & Supporting Documentation

All applications should include the following:

- A. Completed [Application Template](#) (80 points)
- B. Completed [Budget Worksheet](#) and [Budget Narrative](#) templates (20 points)
  - Please refer to the Appendices for additional guidance on the budget, funding restrictions, and unallowable expenses.
  - Budget: Applicants must provide a detailed line-item budget that does not exceed \$10,000 for mentees and \$15,000 for mentors. Please note that any budgets that are more than these caps will not be reviewed.
  - Budget narrative: Include a narrative cost justification for each line item and how the amounts were derived.
  - Activities supported directly by project funding will be constrained by allowable costs under CDC guidelines. Per HHS requirements, funds awarded under this RFA 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](#).
- C. **Additional Attachments\***: Please complete and include the following attachments with your application.
  - Complete the [Contract Cover Sheet](#)
  - Complete the [Vendor Information Form](#)
  - Complete the [W-9 Form](#)
  - Complete the [Certification of Non-Debarment](#)
  - Complete the [Certification Regarding Lobbying Form](#)
  - Complete the [Certification Regarding Non-Applicability of Single Audit](#)
    - OR submit a copy of a single audit where applicable.
  - Complete the [Subrecipient Risk Assessment Form](#)
  - Provide proof of active registration with SAM.gov in accordance with active DUNS number. (a screenshot can be submitted as proof).
    - The applicant must be registered with the System for Award Management (SAM) and its SAM number. For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.
    - Note: If an applicant's DUNS number is expired at the time of contract execution, the applicant will be required to renew.



- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.

\* If you are applying from a small or rural district, and you are unable to complete any of these forms along with your application and budget, please reach out to [WASH@naccho.org](mailto:WASH@naccho.org) as soon as possible. NACCHO staff may be able to work with your district to extend the deadline for some of these forms. NACCHO is committed to supporting its small and rural members.

## **SELECTION CRITERIA & PROCESS**

Applications for this project will be evaluated by NACCHO and scored based on the following criteria:

- Application – 80 points
- Budget – 20 points

**Applications will not be considered complete unless they include all additional documents listed in Application Instructions above.**

NACCHO will use the following criteria to review application materials in each of the sections below:

- Completeness in application materials and all related questions;
- Demonstrated capability and strengths (mentors) or gaps (mentees) in the application; and
- Well-supported strategies to build program capacity, improve local collaboration, and support program sustainability, as appropriate.

## **SUBMISSION INSTRUCTIONS**

1. Application and all supporting materials must be submitted via email to [WASH@naccho.org](mailto:WASH@naccho.org) no later than **11:59PM ET on Friday, March 10, 2023**. Incomplete or late applications will not be reviewed. Please use the subject line, "Wastewater Surveillance Mentorship Application: [Name of Organization]." NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness.
2. Completed applications **must** include the following items (also listed in Proposal Response Format section) as attachments to be deemed completed:
  - Application, Budget Worksheet and Budget Narrative
  - [Contract Cover Sheet](#)
  - [Vendor Information Form](#)
  - [W-9 Form](#)
  - [Certification of Non-Debarment](#)
  - [Certification Regarding Lobbying Form](#)
  - [Certification Regarding Non-Applicability of Single Audit](#) or a copy of a single audit where applicable.
  - [Subrecipient Risk Assessment Form](#)

- Provide proof of active registration with SAM.gov in accordance with active DUNS number. (a screenshot can be submitted as proof).
- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.

3. All questions may be directed to [WASH@naccho.org](mailto:WASH@naccho.org).

## **APPENDICES**

Appendix A: Budget Guidance

Appendix B: NACCHO Contract Terms and Conditions: Subaward Agreement

Appendix C: Unallowable Costs

Appendix D: Funding Restrictions

# APPENDIX A

## NACCHO Budget Guidance

**Instructions to applicants:** Please review the general guidance provided in this document and ensure that all points are addressed in your budget/narrative.

### General Guidance

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- ✓ **BUDGET:** Applicants should submit a detailed line-item budget of all costs using the [Budget Template](#). [Please review all instructions on tab 1 \(Budget Guidelines\) before completing the detailed budget on tab 2.](#)
- ✓ **BUDGET NARRATIVE:** Applicants should submit a separate budget narrative that explains all costs included in the budget and how those costs were derived. Each cost must explain how the expense will support the work/progress of the project. Please complete this using the [Budget Narrative template](#).
- ✓ **FRINGE AND INDIRECT COST DOCUMENTATION:** If your budget includes fringe benefits and/or indirect costs (in excess of the 10% de minimis rate), you must submit supporting documentation and proof of the fringe and/or indirect cost rates used. Please see the guidance below for more details.
- ✓ **MATH CHECK:** Please review all expense calculations, line-item subtotals, and your final budget total to ensure accuracy. [If you are applying as a mentor, your total budget should add to a total of \\$15,000. If you are applying as a mentee, your total budget should add to a total of \\$10,000.](#) Any budgets that are more than this cap will not be reviewed.
- ✓ **UNALLOWABLE EXPENSES & FUNDING RESTRICTIONS:** Please make sure to refer to *Appendix C and D* for a list of unallowable expenses and funding restrictions.

### Budget Line Guidance

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#### DIRECT LABOR EXPENSES

##### *Personnel*

- Please make sure full information is provided on each staff member budgeted. This includes:
  - Staff member name, position, and brief description of duties
  - Annual salary (NACCHO follows the current salary cap, found [here](#))
  - Percentage of time spent on the project or full-time equivalent calculation (FTE)
  - Total number of months devoted to project

##### *Fringe Benefits*

- [If the budget includes fringe benefits \(in excess of the 10% de minimis rate\), you must obtain supporting documentation and proof of the fringe rates used.](#)
  - Proof of fringe calculation or rate: Acceptable documentation of fringe benefits includes:

- An approval letter issued by a relevant federal or state agency (e.g., HHS) authorizing your organization to calculate fringe benefits based on a certain percentage of direct salary and wages
  - An excerpt from a financial audit report that outlines the official fringe rate
  - A letter (on your organization letterhead) signed by a financial official that lists the approved fringe rate used by the organization
  - A copy of your accounting procedures or policy that outlines how you calculate fringe rate
- **Itemized list of benefits:** If you don't use a set fringe rate (i.e. calculation using a percentage of salaries and wages), please include an itemized list of fringe benefits for each category of employee or individual staff member in the budget. For example:

Program Coordinator, salary: \$50,000, 1 FTE

<b>Fringe Benefit</b>	<b>% of Salary</b>	<b>Amount Requested</b>
Retirement	5%	\$2,500
FICA	7.65%	\$3,825
Insurance	N/A	\$2,000
<b>TOTAL</b>		<b>\$8,325</b>

#### OTHER DIRECT EXPENSES

##### *Contractual*

- For any consultants or contractors in your budget, make sure to provide a detailed breakdown of their costs and justification for how their services relate to your program objectives. This should include:
  - Their rate (hourly, daily, monthly, fixed)
  - The quantity of service provided (hours, days, months, fixed)
  - Consultant and Subaward must also follow the current salary cap, found [here](#)
  - Total budget

##### *Supplies and Equipment*

- **Supplies:** Supplies means all tangible personal property with a per-unit cost of less than \$5,000. In situations where cumulative supply costs are equal to or greater than \$5,000, a revised budget is submitted to the funder with a detailed supply cost justification.
- Please provide a detailed breakdown of each supply item budgeted and justify how you derived the costs for each item. Your justification should also include how each item relates to your program objectives. For example:

Supply Item	Description & Purpose	Unit Cost	# Needed	Amount Requested
Printing	Print exercise templates, forms, training materials, reports, and project documents	\$0.10/page	1,000 pages	\$100
Office supplies	Pens, notebooks, paper	\$20/month per staff	3 project staff X 12 months	\$720
Software	Microsoft Office and Adobe Acrobat Pro packages to support program activities, data collection, and communications	Microsoft - \$39 Adobe - \$55	1 package X 3 project staff	\$117 \$165
<b>TOTAL</b>				<b>\$1,102</b>

- **Equipment:** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost of \$5,000 or more. Funds may not be used for equipment purchases.

If your budget includes any equipment purchases, you will be required to identify the specific equipment (e.g., “Apple iPad” or “Microsoft Surface” instead of “tablet”) in your budget and budget narrative and certify in the Contract Cover Sheet that the planned purchases will be made from manufacturers and service providers that do not fall under the ban on Chinese service providers (per section 899(b) of the National Defense Authorization Act). See additional information below regarding the ban and how to ensure compliance with this regulation.

- There is currently a [ban](#) on the use of federal funding—which is the source of NACCHO’s funding for this project—for the purchase of certain telecommunications and video surveillance services or equipment from Chinese companies. This includes equipment such as computers, laptops, tablets, cellphones (including cellphone plans), and other products but does not include hotspots or Zoom subscriptions.
- While this funding restriction does not apply to equipment that is being leased or rented—rather than purchased—during the project implementation period, you must still ensure compliance with section 899(b) of the National Defense Authorization Act.
- **Prior Approval: While equipment purchases are not explicitly excluded from our funding agreement with CDC, NACCHO must seek prior approval from CDC for equipment costs included in contractor budgets, which may take up to 4 weeks**

*Travel*

- You should provide a breakdown of specific costs associated with trips budgeted and how you

derived those costs. Be sure to include:

- Name and Dates of Conference, meeting, training or site visit
- Breakdown of expenses associated with the trip
- Mileage: Cost per mile (i.e., \$0.585/mile is the approved 2022 federal mileage reimbursement rate) + total number of miles for each trip. Please note that vehicle fuel and insurance should not be budgeted separately, as these are covered under the federal mileage reimbursement rates for transportation costs.
- Lodging and meals for travelers, based on location(s) of travel (you may use but should need exceed federal per diem rates)
- Number of travelers or trips planned
- Purpose of all planned travel as it relates to the project

#### *Other Expenses*

- Please provide a breakdown of specific direct costs budgeted and how each relates to program objectives. You must also specify the percentage of costs attributed to this project.
- Items such as rent, utilities, telecoms, etc. are typically covered under your organization's indirect costs and should therefore not be budgeted under "Other Expenses" if you are also budgeting for indirect costs.

#### *Indirect Costs*

- If the budget includes indirect costs (in excess of the 10% de minimis rate), you must obtain supporting documentation and proof of the indirect cost rates used.
  - Acceptable documentation includes:
    - An approval letter issued by a relevant federal or state agency (e.g., HHS) and signed by the agency and your organization that authorizes your organization's indirect cost rate
    - An excerpt from a financial audit report that outlines your organization's indirect cost rate calculation
    - A letter (on your organization's letterhead) signed by a financial official that lists the indirect cost rate used by the organization
    - A copy of your accounting procedures or policy that outlines how you calculate your indirect costs
    - A cost allocation plan, signed by a financial official, that shows a breakdown of indirect costs and their allocation to the project
  - If the indirect costs are intentionally not calculated using the full direct cost base (e.g. they are calculated on just personnel salaries and wages), please add a note to the budget confirming this is in accordance with your organization's/agency's policy for calculating indirect costs.
  - If the indirect rate is 10% (i.e., the de minimis rate) or lower: No proof is needed.

# APPENDIX B

NACCHO AWARD # 2023-\_\_\_\_

## SUBAWARD AGREEMENT

This Contractual 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 Subrecipient]* (hereinafter referred to as “Subrecipient”), with its principal place of business at *[insert mailing address of Subrecipient]*.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

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: Subrecipient 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. Subrecipient 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 services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to \$ ##### *(enter amount to be reimbursed. You should also insert here the time schedule on which the Subrecipient will be paid.)* Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense.

Two invoices must be submitted as follows:

Invoice No.	Amount	Due date
Invoice I		
Invoice II		

NACCHO award number must be included on all invoices. 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 26* 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. Subrecipient 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: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.
  
2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient 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 Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

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 Subrecipient, 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 Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient 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, Subrecipient 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: Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.

8. CONFIDENTIALITY: *It is expected that Subrecipient will have access to confidential information of NACCHO in the performance of services under this Agreement. Subrecipient agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NACCHO that could reasonably be considered confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Subrecipient may file information as required to federal, state or local governments, and disclose information to Subrecipient's or NACCHO's auditor for audit purposes. (THIS CLAUSE IS NOT NECESSARY UNLESS YOU ARE WORKING WITH CONFIDENTIAL INFORMATION.)*

9. OWNERSHIP OF MATERIALS: Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient 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). Subrecipient 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. Subrecipient understands and agrees that Subrecipient 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. Subrecipient 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.

10. 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 Subrecipient, 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 Subrecipient 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.

11. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.

12. 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.

13. 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.

14. 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 laws provisions).

15. 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.

16. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.

17. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient'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 Subrecipient's responsibility to understand and comply with all requirements set forth therein.

18. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Subrecipient 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."

19. DEBARRED OR SUSPENDED SUBRECIPIENTS: 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.

20. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.

21. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

22. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient 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.)

23. REPORTING REQUIREMENTS: If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on

the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.

24. 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.”

25. 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.

26. 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 SUBRECIPIENT:

*(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:**

**SUBRECIPIENT:**

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

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

Name: Jerome Chester

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

Title: Chief Financial Officer

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

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

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

Federal Tax ID No.:

DUNS No.: \_\_\_\_\_

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**

**SUBRECIPIENT AGREEMENT – ATTACHMENT I**

SCOPE OF WORK

During the term of this Agreement, Subrecipient agrees to: *(list specific services, activities, products for which the Subrecipient is responsible for producing under this Agreement. Each should be clearly stated. Be as specific as possible. This Attachment sets forth the entire obligation of Subrecipient and should not be vague or unclear. The more details the better. If there is any dispute or confusion about the Subrecipient’s obligations, this is the document that will decide whether Subrecipient has fulfilled his or her obligations, so be precise.)*

# APPENDIX C

## Unallowable Costs

- 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.
- Donations/Contributions (FAR 31.205-8)
- 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.
- Contingencies (FAR 31.205-7)
- Bad Debts (FAR 31.205-3)
- 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.
- Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
- 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.
- 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 re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
- Food- Direct charges for meals/food and beverages are unallowable charges to this project.
- Alcohol – Alcohol is expressly unallowable under all circumstances.
- Promotion – this cost is unallowable if the primary purpose is to promote a company's image or products or service.
- Personal Use – Personal use of anything as compared to business purpose is unallowable.
- Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.
- First Class Air Fare – First class air fare is unallowable in most cases. There are a few exceptions but are available in rare circumstances. Please contact me about these exceptions as needed.
- Legal Costs – Certain legal costs are unallowable. 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.

- 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.
- Equipment purchases over \$5,000, i.e., Vehicles, Medical Devices.
- Harm Reduction supplies or syringes.
- Incentives - Incentives for participants to take part in project activities, such as through receiving gift cards or gas cards are typically unallowable, but incentives are allowable under certain circumstances and will require prior approval.
- Research
- Clinical care, except where allowable by Federal law
- Publicity and propaganda (lobbying): Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body.
  - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.
  - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:  
[https://www.cdc.gov/grants/documents/AntiLobbying\\_Restrictions\\_for\\_CDC\\_Grantees\\_July\\_2012.pdf](https://www.cdc.gov/grants/documents/AntiLobbying_Restrictions_for_CDC_Grantees_July_2012.pdf)
- All unallowable costs cited in CDC-RFA-OT18-18020402SUPP21 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

# APPENDIX D

## Funding Restrictions

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.
  - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
    - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
  - See [Additional Requirement \(AR\) 12](#) for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
  - The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
  - In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See [Additional Requirement \(AR\) 35](#) for applicability.