

NACCHO

National Association of County & City Health Officials

REQUEST FOR PROPOSAL

Technical Assistance to Enhance Forecasting and Analytics Capabilities for Local Health Departments (LHDs)

National Association of County and City Health Officials (NACCHO)

Date of release: October 10, 2023

Application due date: 11:59 PM ET on October 31, 2023

SUMMARY INFORMATION

Project title	Technical Assistance to Enhance Forecasting and Analytics Capabilities for Local Health Departments (LHDs)
Proposal due date and time	October 31, 2023, at 11.59 PM ET
Selection announcement date	November 15, 2023
Source of funding	CDC
NOA Award No.	6NU380T00306-05-01
Maximum funding amount	\$150,000
Point of contact for questions regarding this application	<i>Alok Patra:</i> phinformatix@naccho.org
Estimated Period of Performance	The project period will begin upon contract execution (goal of December 1, 2023) and will end June 30, 2024.

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, is providing funding to LHDs to [strengthen LHD capacity to integrate forecasting and analytical tools into infectious disease outbreak planning and response](#) at the local level.

Through this funding opportunity, NACCHO will award up to \$150,000 to a consultant or consulting firm to assist NACCHO with providing Technical Assistance to selected LHDs to strengthen capacity to integrate forecasting and analytical tools into infectious disease outbreak planning and response.

Specifically, the consultant will provide technical assistance 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 LHD 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 up to \$150,000 to a consultant or consulting firm. that completes the required scope of work. Applications must be submitted by October 31 at 11:59 PM ET, and selections will occur on or around November 15, 2023. The project period will begin on December 1, 2023, and end on June 30, 2024. All necessary information regarding the project and application process is outlined in this Request for Proposal (RFP).

All applicants should read NACCHO’s standard contract (Appendix A) and provide a copy to the individual with signing authority for the agency or entity that would be contracting with NACCHO, including any relevant financial or legal offices, for advanced consideration. **The selected consultant 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.**

Key dates

Event	Date
Release of Disease Forecasting Project RFP	October 10, 2023
Application period closes	October 31, 2023 (11:59 PM ET)
Anticipated notice of award	November 15, 2023
Anticipated Contract Start Date	December 1, 2023
Anticipated Contract End Date	June 30, 2024

TECHNICAL CONSULTANT POSITION SUMMARY AND REQUIREMENTS

During the term of this agreement, the consultant will work with NACCHO staff to develop tools/products and education that strengthen LHD's capacity to integrate forecasting and analytical tools into infectious disease outbreak planning and response at the local level. Ideally, the consultant will be a subject matter expert in disease forecasting and analytics including in creating, adapting, or enhancing tools/products (e.g., a forecast algorithm or data dashboard) using already collected data; creating communication strategies to various audiences that support decision-making; and conducting simulations for different health crisis scenarios in local public health settings.

Deliverables:

- Develop and facilitate monthly technical assistance training for LHDs selected through the [Infectious Disease Outbreaks: Enhancing Forecasting and Analytics Capabilities for Local Health Departments \(LHDs\)](#) funding opportunity from December 2023 to June 2024 on topics including:
 - Creating, adapting, or enhancing tools/products for Disease forecast and Analytics. This should include for small scale outbreaks (airborne infections only) and data collection strategies for forecast models.
 - Developing and sharing communications to convey forecasting/analytics messages to support decision-makers during an outbreak and inform the public.
 - Incorporating a health equity lens into the collection, interpretation, and dissemination of data to assure needs of vulnerable populations are included.

- Develop and facilitate a respiratory disease outbreak tabletop simulation for local health departments at NACCHO's Preparedness Summit (March 25-28, 2024). The exercise will include

the collection and analysis of data to forecast the direction of multiple outbreaks simultaneously, communication of information to decision-makers to support decision-making and communication to the public.

- Participate in 1-hour, bi-weekly check-in meetings with NACCHO staff to discuss the training and exercise goals, outlines, outputs, and progress. Meetings will occur from November 2023 to June 2024.
- Develop a final report of strategies identified through the trainings and tabletop exercises that can be shared with NACCHO membership and stakeholders.

The consultant will report to the Senior Program Analyst and Director overseeing this project and coordinate with NACCHO Health Equity and Research and Evaluation staff. The project period will begin upon contract execution (goal of December 1, 2023) and will end June 30, 2024.

NACCHO will pay up to \$150,000 to fulfill the activities listed above for the project. The consultant will work with NACCHO to develop an invoice schedule during the contracting process. Invoices will indicate the deliverables accomplished and the total hours spent performing activities within this scope of work.

APPLICATION INSTRUCTIONS

Proposals are to be submitted by email only to Alok Patra (phinformatics@naccho.org) no later than 11:59 pm ET, October 31, 2023.

To be considered for this project, proposals must be in Word format with 12-point Times New Roman font, including the following:

- **Cover sheet** with the following information:
 - Primary Contact name, email address, phone number, and website (if relevant)
 - Other resources that will be involved in this project.
 - Answers to the following questions required to facilitate the contracting process:
 - ✓ Does your organization have prior experience in federal contracting? (Answer does not disqualify)
 - ✓ Has your organization completed a Single Audit? (Answer does not disqualify)
- **Proposal Narrative (10 pages max)**
 - **Organizational Background** (Included in 10-page limit): Describe your organization's mission and structure and explain why your organization qualifies to be responsive to the requirements of this RFP.
 - **Qualifications and Experience** (Included in the 10-page limit): Describe your qualifications and experience providing similar goods or services. Provide resume or CV of staff (CV and resumes are not included in 10 pages limitation) involved in the project in sufficient detail to demonstrate knowledge, skills, and abilities to perform the functions outlined in the RFP.
 - **Project Deliverables & Timeline** (Included in 10-page limit): Provide a realistic work plan, including intermediate steps for achieving project requirements, expected product

deliverables, and a timeline for completion. Describe, in detail, your proposed methodology for meeting all project requirements, including a description of the intended environmental scan tool(s) and a timeline of activities.

- **Budget and Budget Narrative Proposal:** (not included in 10-page limit) Provide a line-item budget, not to exceed \$150,000, that clearly outlines the dollar amount, percentage of the total budget, and a narrative cost justification for each line item. If you have a question about the inclusion of other budget line items, please reach out to Alok Patra (phinformatics@naccho.org)
 - Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses, food, and beverages; or incentives are also unallowed.
 - Please include documentation of an approved indirect and fringe rate if they are part of the budget. If you do not have an approved rate, provide a signed statement that captures the proposed rate(s) breakdown.

The following materials should also be submitted (these are not included in the page limit)

- Submission of supporting documentation
 - ✓ [Vendor Information Form](#)
 - ✓ [W-9](#)
 - ✓ [Certification of Non-Debarment](#)
 - ✓ Required for applications of \$30,000: [FFATA form](#) (If you are not able to complete this by the application deadline, you may submit it one week after you have been selected).

APPLICATION SELECTION CRITERIA

NACCHO's Informatics team will use the criteria listed below to evaluate proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP:

- **Understanding of project purpose and goals (15 pts):** Applicant demonstrates a clear understanding of the project goals and deliverables.
- **Relevant expertise (30 pts):** Applicant has clearly documented evidence of their (and that of the proposed project staff) subject matter expertise and experience in the proposed content area, including:
 - Creating, adapting, or enhancing tools/products for disease forecasting and analytics.
 - Developing and implementing communication plans for various audiences. Additionally use the health equity lens for the collection, interpretation, and dissemination of data.
 - Developing and facilitating a tabletop simulation.
 - Collaborating with clients.
 - The context and constraints of local health departments.
 - Translating data into meaningful solutions.

- **Operational plan (30 pts):** The proposal includes a clear, feasible, appropriate, detailed, and rigorous methodology and plan to effectively meet the goals and deliverables of the project.
- **Project timeline (15 pts):** The proposal includes a detailed and realistic timeline for the project period, with all deliverables completed by the dates referenced.
- **Budget (10 pts):** The proposal includes a detailed, line-item budget justifying the proposed expenses and the expenses are appropriate for the purposes of the deliverables.

APPENDICES

Appendix A

NACCHO CONTRACT # 2023- _____

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and *[insert name of Contractor]* (hereinafter referred to as “Contractor”), with its principal place of business at *[insert mailing address of Contractor]*.

WHEREAS, NACCHO wishes to hire Contractor to provide certain goods and/or services to NACCHO;

WHEREAS, Contractor wishes to provide such goods and/or services to NACCHO;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I: SPECIAL PROVISIONS

- PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of _____ GRANT # _____, CFDA # _____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.
- TERM OF AGREEMENT: The term of the Agreement shall begin on *(insert date)* and shall continue in effect until *(insert date)*, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
- PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 *(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 No.	Amount	Deliverable	Due date
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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. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for *the giving of notices as set forth in Section 23* of this Agreement. Any changes of payment method would require a modification signed by both parties. **The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.**

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.

3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.

All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.

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

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.
7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14
9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual

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

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

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

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, 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. LOBBYING RESTRICTIONS AND DISCLOSURES: 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. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."
23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via 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: Alok Patra
[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:

By: _____

Name: Jerome Chester

Title: Chief Financial Officer

Date:

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.:

DUNS No.: _____

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 (FAR 31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans and employee stock ownership plans are not considered organization or reorganization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Alcohol – Alcohol is expressly unallowable under all circumstances.
11. Food-- Direct charges for meals/food and beverages are unallowable
12. Promotion – this cost is unallowable if the primary purpose is to promote a company's image or products or service.
13. Personal Use – Personal use of anything as compared to business purpose is unallowable.
14. Profit Distribution – Any cost presumed to be a distribution of profits is unallowable in all cases.
15. First Class Air Fare – First class air fare is unallowable in most cases. There are a few exceptions, but are available in rare circumstances.

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

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

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

Please contact NACCHO with specific questions about what is allowable.

Funding Restriction Language from Notice of Funding Opportunity:

Funding Restrictions:

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

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

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

See Additional Requirement (AR) 12 for detailed guidance on this prohibition and [additional guidance on lobbying for CDC recipients](#).

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

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