



## AMENDMENT I

**Request for Proposals**  
**Training and Technical Assistance Consultants for the Building**  
**Workforce Capacity of Rural and Frontier Local Health**  
**Departments to Respond to COVID-19 Program**  
**Topic: Addressing Health Equity in Emergency Response Activities**  
**Applications due March 19, 2021 by 11:59 pm ET**

### Summary Information

**Project Title: Building Workforce Capacity of Rural and Frontier Local Health Departments to Respond to COVID-19**

*Original Proposal Due Date and Time: Sunday, February 28, 2021 11:59pm*

**NEW Proposal Due Date and Time: Friday, March 19, 2021 11:59pm**

*Original Selection Announcement Date: Monday, March 8, 2021*

**NEW Selection Announcement Date: Monday, March 29, 2021**

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

**Award No.:** 6 NU38OT00306-02-04

**Maximum Funding Amount:** \$100,000

*Original Estimated Period of Performance: March 8, 2021 – November 30, 2021*

**NEW Estimated Period of Performance: March 29, 2021-November 30, 2021**

**Funding Restrictions: See Appendix B**

**Point of Contact for Questions Regarding this Application:** Caitlyn Harper, [charper@naccho.org](mailto:charper@naccho.org)

To increase competition and to be able to select the best candidates to support this project, NACCHO is extending the proposal due date and time to 11:59 pm EST, March 29, 2021.

In addition to publicly advertising this extension, prior applicants will be provided with equal opportunity to resubmit their applicants, if they so choose. Application scoring will not occur until after the March 19th deadline to ensure a fair review process across applicants.

### **Purpose**

The National Association of County and City Health Officials (NACCHO) is seeking qualified consultants to provide training and technical assistance (TTA) to local health department (LHD)

awardees for the Building Workforce Capacity of Rural and Frontier Local Health Departments to Respond to COVID-19 Program. The consultant will engage with NACCHO staff and awarded sites to provide tailored technical assistance that builds the workforce capacity of LHDs related to their contract tracing and testing (CTT) and vaccine administration efforts. In addition to specific topic areas listed below, Consultants should have knowledge of the local health department public health preparedness and response.

## **Overview**

NACCHO is the voice of nearly 3,000 local health departments across the country. These city, county, metropolitan, district, and tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital program and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO has funded **29 rural and/or frontier health departments** to help build their workforce capacity to respond to COVID-19. Applicants competitively applied for funding awards of up to \$35,000 to support contract tracing and testing and vaccine administration activities. In addition, LHDs were asked to identify up to three (3) additional TTA needs in the following areas: (1) technical training, (2) health equity, (3) public communications, (4) public health authority, (5) procurement, and (6) reporting. NACCHO will provide TTA across all six (6) areas, but will focus more heavily on the following topics:

1. Technical Training: Contract Testing and Tracing & Vaccine Administration
2. Health Equity
3. Public Health Communications

This RFP pertains to the provision of TTA to advance health equity through COVID planning and implementation (#2).

Each LHD site will create an action plan that identifies goals and activities around CTT and vaccine administration that also incorporates the topics above. NACCHO is seeking applications for experienced consultants to provide TTA in one or more of these areas to awardees throughout the project period.

For more information, please find the participant RFA [here](#).

## **Eligibility**

Training and technical assistance providers with demonstrated experience providing expert capacity-building technical assistance in health equity principles and applications to a large cohort of communities are eligible to apply. Competitive applicants will also demonstrate experience providing capacity-building assistance to LHDs in general, and, ideally, to rural/frontier jurisdictions, as the primary target audience. All TTA provided must be 1) centered in racial and health equity; 2) delivered to LHDs and relevant community-level multisectoral partnerships/coalitions engaged in emergency response in rural/frontier settings; 3) relevant to governmental public health practice, in general, and emergency response planning efforts, in particular, with a specific focus on vaccine administration and

contact tracing and testing, and inclusive of informing administrative preparation and emergency planning efforts; and 4) designed and delivered in coordination with NACCHO, CDC, and other project TTA providers.

TTA content could include (but not be restricted to):

- Developing a shared understanding of health equity<sup>1</sup> and inequities<sup>2</sup> as roots determinants of poor health, and their relationship to the social determinants of health;
- Understanding the role of LHDs to improve health equity, reduce/eliminate health inequities, in general and as applied to emergency response;
- Employing strategies for cultivating and strengthening community partnerships and forming authentic alliances with community members to advance health equity in emergency response and recovery efforts; and/or
- Ways to incorporate health equity approaches in emergency preparedness and community health improvement planning.

**Funding Overview and Timeline**

NACCHO will issue an award **up to \$100,000** in the form of a fixed priced contract. Applications must be submitted by 11:59 pm EST, **Friday, March 19, 2021** and selections will occur on or around March 29, 2021. The project period shall begin upon both parties’ full execution of the contract and will end July 31, 2021. Contingent on CDC approving a no cost extension, the project may continue (with a contract modification) to end as late as November 30, 2021.

The selected consultant will enter into a contract with NACCHO to complete the deliverables specified in the application. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

**Key Dates**

<b>Event</b>	<b>Date</b>
Release of RFP	February 16, 2021
Application period closes	March 19, 2021
Anticipated notice of award	March 29, 2021
Contract execution	April 2021
One-on-one technical assistance calls	April 2021 through November 2021*

<sup>1</sup> Healthy equity is “the state in which all people and populations have the opportunity to achieve optimal health,” Jones, Camara. (2018). *Toward the Science and Practice of Anti-Racism: Launching a National Campaign Against Racism, Ethnicity & Disease* 28 (supplement 1): 231- 234.

<sup>2</sup> Health inequities are the “preventable differences in the distribution of disease, and death that are systematic, patterned, unjust, and associated with imbalances in power and systems of oppression,” Whitehead, M. (1992). *The concepts and principles of equity and health. International Journal of Health Services*, 3, 429.

Monthly Awardee Learning Community meetings (One led by consultant)	April 2021 – October 2021*
End of project awardee meeting	November 2021*

**\*Note: Contingent on CDC approving a no cost extension, the project may continue (with a contract modification) to end as late as November 30, 2021.**

## **Activities and Deliverables**

The consultant will lead a sub-cohort of LHD sites (not to exceed 15) to build their workforce capacity to apply health equity principles to their CTT and vaccine administration planning and implementation efforts. Applicants should have expertise and experience in equipping local organizations, in general, and local public health agencies, ideally, with the knowledge and skills needed to address health equity in their communities.

### **Scope of Work**

The selected consultant will be expected to undertake the following tasks:

- 1. Identify needs and priorities for TTA in health equity for COVID planning and implementation**
  - a. Review sub-cohort site applications for technical assistance themes. As needed, identify areas for further exploration and meet with sub-cohort sites for follow up.
  - b. Develop TA plan that delineates priority topic areas.
  - c. Assist LHD sub-cohort sites in the development of health equity focused goals, objectives, and strategies within their action plan.
- 2. Provide TTA to sub-cohort of up to 15 LHDs**
  - a. Lead up to four (4) 60-minute capacity building video calls with LHD sites in the health equity sub-cohort.
  - b. Assist LHD sub-cohort sites in developing goals, objectives, and strategies related to health equity in their action and emergency preparedness plans.
  - c. Provide and document up to 30 hours of additional, ad hoc, targeted technical assistance to LHD sites throughout the period of performance. This may include answering questions via email or facilitating 1:1 phone/video calls.
- 3. Lead an all-cohort webinar**
  - a. Lead one (1) 60- to 90-minute webinar on a timely topic within the subject matter’s core content, identified alongside NACCHO staff. This webinar will be open to the 29 awarded LHDs as well as broad NACCHO membership.
- 4. Provide Tools and Resources**
  - a. Existing: Throughout the period of performance, identify and provide existing tools and resources to aid the workforce development of LHD staff engaged in emergency response and recovery, in general, and relevant to vaccine administration and contact tracing and

testing. This should include a summary resource list provided early in the project and amended over time.

- b. New: Develop/tailor a minimum of two (2) new resources based upon LHD/cohort needs, but also relevant to broader (i.e., non-grantee) audiences. Examples could include templates, worksheets, slide decks, guides, training modules, crosswalks, or other resources to support the capacity of the LHD workforce targeted.

**5. Coordinate and Collaborate with NACCHO**

- a. Provide subject matter guidance to NACCHO team to inform ongoing TTA efforts.
- b. Communicate progress of activities with NACCHO staff through regular check-ins (March 2021-November 2021).

**Deliverables**

Selected consultant will enter into a contractual agreement with NACCHO to complete the deliverables specified below. NACCHO will disburse funds according to completion of the assigned deliverables. NACCHO will provide a payment schedule in accordance with the assigned completion percentage. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary. The following outlines the deliverables to be produced by the consultant; however, a finalized scope of work will be agreed upon post consultant selection.

Primary Task/Deliverable*	Documentation*	Payment Schedule*	
TTA Needs Identification	TTA plan	10% of funding	<b>Invoice #1</b> due by or before May 31, 2021
LHD Action Plan	List of health equity focused goals, objectives, and strategies; documentation of common themes	10% of funding	
Provision of Tools and Resources	List of existing tools/resources and development/delivery of one (1) new/tailored tool/resource	15% of funding	
All-cohort Webinar	Agenda, PowerPoint Slide deck, and any additional developed materials	15% of funding	
Sub-cohort Calls	Agendas, PowerPoint Slide decks, and any additional materials	20% of funding	

Provision of Tools and Resources	Updated list of existing tools/resources and development/delivery of one (1) new/tailored tool/resource	15% of funding	<b>Invoice #2</b> Due by or before July 31, 2021
One-on-one TA to Sub-cohort	A document to track technical assistance calls, written recommendations, and guidance provided to awardees throughout the project period	15% of funding	

**\*Note: Contingent on CDC approving a no cost extension, the project may continue (with a contract modification) to end as late as November 30, 2021.**

**Requirements for Financial Award**

**Allowable Expenses**

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 federal Executive Schedule Level II (currently \$197,300).

**Required Grant Activities to be Covered by Award**

1. Contribute to the development and review of individual site action plans for participating sites.
2. Host all-cohort and sub-cohort virtual sessions/trainings with sites around health equity and COVID planning and implementation.
3. Provision of existing and at least two (2) tools/resources.
4. Provide and document 1:1 ad hoc TA to requesting sites.
5. Participation in project planning/coordination calls.
6. Provide a TTA plan.

**Period of Performance**

The targeted completion of work shall be July 31, 2021. Upon the receipt of approval by CDC to extend the period of performance, NACCHO may be able to extend the period of performance to November 30, 2021 to allow continued engagement with the cohort until the closing meeting in November 2021 and allow for the completion of all deliverables.

NACCHO will only contract for the amount allowed in Year 1 (end of pop July 31, 2021) and shall issue modification once an extension of period of performance is granted by CDC.

Please use the provided budget template to break out expenses into Year 1 (March 29, 2021 – July 31, 2021) and Year 2 (August 1, 2021 – November 30, 2021). Details regarding the possible changes to the timeline and any possible carryover requirements will be finalized with the selected technical assistance provider during the contract process and execution. The general budget period timeline is above.

## **Proposal**

**Proposal Response Format** In order to be considered for this project, proposals must be in PDF format, including the following:

- A. **Applicant information** (Not included in page count)
  - a. Organization Name, Street Address, City/State/Territory, Zip
  - b. Lead project contact (agency-designated project contact for all matters pertaining to the project): Name, Email, Phone
  - c. Lead finance contact (agency-designated finance contact for all matters pertaining to processing contracts and invoices): Name, Email, Phone
- B. **Project narrative** (not to exceed 4 pages) that includes:
  - a. A description of the methodology proposed to meet each of the deliverables listed above.
  - b. A capability statement that demonstrates the consultant/organization's experience and ability to deliver subject matter expertise in the identified content areas.
  - c. A description of any other consultants/firms that will be engaged on this project and their relevant expertise.
  - d. The name of the primary staff and other significant contributors, including qualifications and role. (Resume/CV not included in page limit)
- C. **Line-item budget and narrative**, not to exceed \$100,000:
  - a. Budget proposal and accompanying budget narrative that explains each line-item, including the cost breakdown and justification as to how it will support project goals and objectives. A budget and narrative template can be found in section E.
  - b. Attachments.
    - i. Respond to the following two questions at the end of the budget narrative:
      1. Do you have prior experience in Federal Contracting?
      2. Have you completed a Single Audit?
    - ii. Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses; food and beverages; or incentives are also unallowed.
- D. **References and/or links to examples of work.**
- E. **Attachments** (not included in page count)
  - Required: Complete and submit a [Budget](#) and Budget Narrative.
  - Required: Complete and submit the [Vendor Information Form](#). The form should include the organization's DUNS number (to register, go to SAM.gov)
  - Required: Complete and submit the [Certification of Non-Debarment](#)
  - Required: Submit a [W-9](#)
  - Required: Complete and submit the [FFATA data collection form](#) (This form will be required for all contracts over \$25,000, 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.)

- Required: Proof of active DUNS number and active registration with SAM.gov.

## Selection Process

Each proposal will be reviewed and rated on the following elements:

- **Understanding of Project Purpose and Goals:** Applicant has a clear understanding of the project goals and deliverables.
- **Relevant Experience:** Applicant has clearly documented evidence of his/her (and that of the proposed project staff) subject matter expertise and experience in the proposed content areas.
- **Budget:** The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables. Any work products created by this contract will be co-owned by NACCHO and Consultant.

Please note that submission of a proposal is a statement of acceptance of NACCHO's standard form contract (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

## Deadline/Staff Contact

The deadline for submission is **March 19, 2021** by 11:59 pm Eastern Standard Time. Proposals should be submitted electronically, in PDF format, via e-mail to:

Caitlyn Harper  
Senior Program Assistant  
[Charper@naccho.org](mailto:Charper@naccho.org)

# APPENDIX A

## 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. 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.
2. 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.
3. 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
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.
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 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor 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. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. 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.).

- 21. 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.”
- 22. 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.
- 23. 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  
Lead Contracts Administrator  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4272  
Fax (202) 783-1583  
  
Email: [ahutapea@naccho.org](mailto:ahutapea@naccho.org)

FOR CONTRACTOR:

*(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.: \_\_\_\_\_

## Appendix B

### **Funding Restrictions**

Restrictions, which must be taken into account while writing the budget, are as follows: In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGO's that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the sources of fund, 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 (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).

- Recipient may not use funds for research
- Recipients may not use funds for clinical care
- Recipients may only expend funds for reasonable program purpose 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 our project objectives and not merely serve as a conduit for an award to another party or provide 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](#).

### **Regarding Purchase of General (i.e. non-specialized) and Specialized Equipment**

Requests to use awarded funding to purchase general equipment (excluding vehicles) on behalf of Jurisdiction Health departments or other beneficiary organizations outlined and approved in the associated Work Plan may be considered. Such spending must be identified and itemized, in the budget narrative, explained and justified in the narrative and is subject to review and approval by the Grants Management Official. Costs for purchase of general equipment (excluding vehicles) without approval by the Grants Management Official may be disallowed. Costs for purchase of general vehicles are not allowed.

Requests to use awarded funding to purchase specialized equipment (including specialized vehicles) on behalf of Jurisdictional Health Departments or other beneficiary organizations outlined and approved in the associated narrative may be considered. Such spending must be identified and itemized in the budget narrative, explained and justified in the Work Plan and is subject to review and approval by the Grants Management Official. Costs for purchase of specialized equipment (including specialized vehicles) without approval by the Grants Management Officials may be disallowed.

The recipient can obtain guidance for completing a detailed justified budget on the CDC website at the following Internet address: <http://www.cdc.gov/grants/interestedinapplying/applicationprocess.html>

### **Telecommunication Ban**

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

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