

NACCHO

National Association of County & City Health Officials

REQUEST FOR PROPOSALS

Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments: Communications Consultant

National Association of County and City Health Officials (NACCHO)

Date of Release: May 24, 2023

***Applications are due by: June 23, 2023, by 5:00 pm ET**

SUMMARY INFORMATION

Project Title: Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments: Communications Consultant

Application Due Date and Time: June 23th, 2023, by 5:00pm ET

Selection Announcement Date: On or around June 30th, 2023

Source of Funding: CDC cooperative agreement, Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

NOA Award No.: 5 NU38OT000306-05-00

Maximum Funding Amount: \$40,000

Estimated Period of Performance: June 30th, 2023 – December 31st, 2023

Point of Contact for Questions Regarding this Application: Amie Myrick; amyrick@naccho.org

Special condition of this award: see Appendix A and B

OVERVIEW

NACCHO is the voice of the approximately 2,800 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is seeking a consultant to develop a suite of communications materials highlighting the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Community Prevention Framework Pilot (CPFP) project and awardees. The primary purpose of the CPFP project is to provide technical assistance to help LHDs and their communities understand and strengthen their capacity to address the intersection of suicide, overdose, and ACEs. The consultant will engage with five (5) LHDs to develop communications products that showcase their community's planning and implementation efforts in addressing the intersection of these three issues as well as highlight findings of the CPFP project.

Selections will be made on or around June 30th, 2023, and the project period will run from the date of Notice of Award (NOA) to December 31st, 2023. Applications must be submitted no later than June 23rd, 2023, by 5:00 PM Eastern Time. **This will be a fixed-price, deliverables-based contract.** All necessary information regarding the project and application process may be found in this Request for Proposal (RFP). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing Amie Myrick at amyrick@naccho.org.

Funding for this RFP is supported by the CDC cooperative agreement 5 NU38OT000306-05-00 entitled Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

BACKGROUND

In recent years, communities have seen increased rates of suicide, overdose, and ACEs. In 2021, NACCHO, in collaboration with the Association of State and Territorial Health Officials and with funding from the CDC, developed the Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention Capacity Assessment Tool, known as [SPACECAT](#). This tool was developed to help local, state, and territorial health departments assess their current capacity to address the intersection of suicide, overdose, and ACEs. SPACECAT assesses LHD capacity across eight (8) domains via a single tool. In the Fall of 2021, NACCHO fielded this tool to a nationally representative sample of approximately 700 local health departments. Analysis of the results, outlined in [Addressing the Intersection of Suicide, Overdose, and Adverse Childhood Experiences: What is the Capacity of Local Health Departments](#), found that participating LHDs reported strengths in their capacity to address the intersection of suicide, overdose, and ACEs; examples included the seeking out and inclusion of the perspectives of those with lived experience, partnerships across sectors, and strategic planning across prevention focus groups. Participating LHDs also reported challenges, such as lack of funding and staffing resources, competing priorities, limited data integration, and lack of capacity to address specific at-risk populations and shared risk and protective factors.

The CFPF project was designed to assist LHDs in planning and mobilizing their internal staff and community partners for action. The goals of the CFPF project are to assist pilot sites in applying a community-based prevention framework to (1) leverage cross-sector partnerships and engage community collaborators to develop an organizing body to commit to working at the intersection; (2) identify health inequities and focus efforts on supporting those in greatest need within their communities; (3) develop and adopt a strategic plan to tackle the intersection of suicide, overdose, and ACEs; and (4) identify and select evidence-based strategies to strengthen the prevention response.

For the current funding opportunity, NACCHO will select one (1) consultant to engage with five (5) LHDs and develop communications products that showcase the planning and implementation efforts of these communities addressing the intersection of suicide, overdose, and ACEs. The consultant will also work with NACCHO to develop materials that highlight the outcomes of the overarching CFPF project.

ELIGIBILITY AND CONTRACT TERMS

The project period shall begin upon both parties' full execution of the contract and will end December 31, 2023.

NACCHO will select and fund one (1) award through this Request for Proposals (RFP). **This will be a fixed-price, deliverables-based consultant contract.** The consultant may work with other consultants or firms to complete the work. However, NACCHO will only contract with and provide funds to one (1) consultant.

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

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

SCOPE OF WORK

While applicants should propose their own approach to the project activities, at a minimum, the consultant will be expected to complete the following activities:

- **Kick-Off Meeting:** The consultant shall participate in a kick-off call with NACCHO. The consultant shall prepare a document that summarizes the discussion and makes note of decisions made.
- **Timeline/Work Plan:** The consultant shall prepare a detailed timeline and work plan for accomplishing the tasks for the contract, incorporating input from the kick-off meeting. The consultant shall submit a draft timeline and workplan for review by NACCHO following the kick-off meeting.
- **Project Coordination:** The consultant will communicate regularly with NACCHO to provide project updates through regular check-in calls or formal reports. The consultant will conduct at least one consultation call with each LHD site and work directly with LHD representatives to develop content and collect assets, photos, and logos.
- **Project Content:** The following outlines the deliverables to be produced by the consultant; however, a finalized scope of work will be agreed upon post-consultant selection.
 - Five communication materials (one per funded site) that highlights each site's work. These could take the form of
 - i. An infographic summarizes the key elements of the work plan
 - ii. A one-page summary highlighted the work plan activities
 - iii. A brief (2-4 minute) animated video
 - iv. Other product as proposed by consultant
 - Up to four (4) infographics for the overarching initiative, including one illustrating shared risk and protective factors
 - One brief (2-4 minute) animated video for the overarching initiative.
 - A slide deck for the overarching initiative
- **Feedback and Finalization:** The consultant will provide content for NACCHO staff to review and provide feedback, including up to two (2) rounds of edits. All materials must be 508 compliant. In the event of video products, final products must meet the following technical requirements:
 - Videos must be webcast quality
 - Videos should be in a file format for use on NACCHO website and social media platforms

Primary Task/Deliverable	Documentation	Estimated Timeline	Payment Schedule	
1. Kick-Off Call	Attendance and summary of call between NACCHO and consultant	July 2023 – August 2023	5% of funding	Invoice #1 due by or before September 30, 2023
2. Timeline and Work Plan	Final Timeline and Work Plan		5% of funding	
3. Consultation Calls	Agenda, Attendance list, and Summary of Consultation Call with each of five (5) LHDs		10% of funding	
4. Communications materials for overarching initiative	Draft one (1) slide deck		5% of funding	
	Finalized slide deck	5% of funding		
5. Five (5) communication materials (one per funded site)	Draft communication materials	July 2023 – October 2023	10% of funding	Invoice #2 due by or before November 2023
	Finalized communication material		10% of funding	
6. Communication materials for overarching initiative	Draft infographic material (up to four [4])		10% of funding	
	Draft one (1) animated video	15% of funding		
7. Communication materials for overarching initiative	Finalized infographic materials (up to four [4])	October 2023 – December 2023	10% of funding	Invoice #3 due by or before January 2024
	Finalized one (1) animated video		15% of funding	

METHOD OF PAYMENT

NACCHO will pay the selected consultant in installments upon receipt of deliverables per the payment schedule identified in the Scope of Work above. Please note that NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO SUPPORT

NACCHO staff serve as a resource and will coordinate with the consultant to provide assistance that supports completion of the scope of work.

- Serve as liaison between the awarded LHDs and consultant as needed
- Provide background information, including work product and materials produced as a part of the project
- Provide additional materials and/or information as needed for consultant to develop the overarching initiative products
- Provide feedback and edits to deliverables

PROPOSAL RESPONSE FORMAT

Applicants should describe how they will provide support to design and produce communications products for the CPFPP project. Applications for this project will be evaluated by NACCHO. Incomplete applications will not be reviewed. To be considered for this project, proposals must be in PDF format, including the following:

- A. Cover Sheet with the following information:
 - a. The name of the primary staff and other significant contributions, including role in the proposed work
 - b. Answers to the following questions, required to facilitate the contracting process:
 - Does your organization have prior experience in federal contracting? (Yes/No)
 - Has your organization completed a single Audit? (Yes/No)
- B. Project Narrative – not to exceed five (5) pages – that includes:
 - a. A description of the consultant’s knowledge and experience in the design and implementation of public health communications activities
 - b. A description of any other consultants/firms that will be engaged on this project
 - c. A description of the methodology proposed to meet each of the deliverables listed above
 - d. The company’s production and revision process
- C. Project Deliverables and Timeline: A realistic draft work plan and timeline that includes expected deliverables to be completed over a five-month project period (approximately July 2023-December 2023).
- D. Line-item budget and narrative (using NACCHO’s templates linked below)
- E. References and/or links to examples of work
- F. Attachments (not included in page count)
 - a. Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - b. Required: Complete and submit the [Vendor Information Form](#)
 - c. Required: Complete and submit the [Certification of Non-Debarment](#)

- d. Required: Submit a signed [W-9](#)
- e. Required: Proof of active registration with SAM.gov in accordance with active DUNS number. **For applicants without a SAM number, please note that it takes at a minimum 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.**
- f. Required: Complete and submit the Federal Funding Accountability and Transparency Act (FFATA) [form](#).
- g. Required: Resume(s) of staff involved in project

SELECTION PROCESS

Applications for this project will be evaluated by NACCHO. Incomplete applications will not be reviewed.

Scoring and considerations

- Project Narrative (50%)
- Project Deliverables and Timeline (40%)
- Examples of Work (5%)
- Budget and Narrative (5%)

Please note that submission of an application 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 the application.

SUBMISSION INSTRUCTIONS

Applicants for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments: Communications Consultant opportunity should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO by **June 23rd, 2023 at 5:00pm ET**. Submissions after this deadline will not be considered. Proposals should be submitted electronically, in PDF format, via e-mail to

Amie Myrick
Lead Analyst, Overdose and Injury Violence Prevention Team
amyrick@naccho.org
4. NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness.

Applicants will be notified of their selection status by e-mail to the project point-of-contact on or around June 30th, 2023. The selected applicant will be required to confirm participation and agreement with the

contract scope of work after receiving a notification. The designated point-of-contact for selection must be available to receive and respond to the notification in a timely manner.

APPENDICES

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

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

Unallowable Cost Guidelines

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services. NACCHO reserves the right to request a revised cost proposal, should NACCHO and CDC determine applicant's proposed cost as unallowable. Restrictions that must be considered while planning the programs and writing the budget:

- Naloxone/Narcan and syringes
- HIV/HCV/other STD/STI testing
- Drug disposal programs and supplies. This includes implementing or expanding drug disposal programs or drug take-back programs, drug drop box, drug disposal bags.
- The provision of medical/clinical care.
- Wastewater analysis, including testing vendors, sewage testing and wastewater testing
- Direct funding or expanding the provision of substance abuse treatment.
- Recipients may not use funds for research.
- Development of educational materials on safe injection.
- Participant costs, including food and beverage as well as incentives for participation will be approved on a case-by-case basis and will require the submission of further documentation.
- Prohibition on certain telecommunications and video surveillance services or equipment (Pub. L. 115-232, section 889): Recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:
 - Procure or obtain,
 - Extend or renew a contract to procure or obtain; or
 - Enter into a contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country. President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under Pub. L. 115-232, section 889 until September 30, 2022. During the exemption period, PEPFAR recipients are expected to work toward implementation of the requirements
- Generally, recipients may not use funds to purchase furniture or equipment, including motor vehicles. Any such proposed spending must be clearly identified in the budget.
- 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.

- 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.