

NACCHO

National Association of County & City Health Officials

Request for Applications

Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships

Release Date: Monday, July 31, 2023

Applications Due by Thursday, August 31, 2023, by 11:59 pm PDT

SUMMARY INFORMATION

Project Title:	Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships
Proposal Due Date and Time:	August 31, 2023, at 11:59 pm PDT
Selection Announcement Date:	The week of September 18, 2023
Source of Funding:	Centers for Disease Control and Prevention
NOA Award No.:	5 NU50CK000587-03-00
Total Funding Amounts:	\$75,000
Estimated Period of Performance:	September 30, 2023-September 29, 2024
Point of Contact for Questions Regarding this Application:	Immunization Program: immunization@naccho.org

OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of the nearly 3,000 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal departments work to protect and improve the health of all people and all communities. NACCHO provides capacity-building resources that help LHD leaders develop public health policies and programs to ensure access to the vital programs and services which protect communities from disease and disaster. Additionally, NACCHO engages with federal policymakers on behalf of LHDs to ensure adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity for a Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships demonstration site project to support LHDs in identifying and addressing current barriers to COVID-19 and routine vaccination uptake and confidence for adolescents and their families through enhanced local collaborations and partnerships. Selected LHDs will receive training, technical assistance, and other resources with the goal of decreasing inequities in vaccine uptake.

NACCHO will issue four (4) awards in the form of fixed priced contracts equaling \$75,000 to LHDs that are selected to participate (see [Project Goals and Requirements](#) section for more information on scope of work).

The project period is expected to begin on September 30, 2023, and will end September 29, 2024. Applications must be submitted through the [online submission form](#) no later than **Thursday, August 31, 2023, at 11:59 pm PDT.**

All necessary information regarding the project and application process may be found in this Request for Applications (RFA). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing immunization@naccho.org.

RFA Informational Webinar: NACCHO will host an optional webinar on Wednesday, August 16, 2023, at 3:30pm EDT. If you'd like to attend, please register [here](#).

SCHEDULE OF EVENTS

Applicants are advised to consider the following deadlines for this application.

Event	Date / Time
Launch RFA (access application here)	July 31, 2023
Informational Webinar (register here)	August 16, 2023, @ 3:30pm EDT
Application Submission Deadline	August 31, 2023, @ 11:59pm PDT
Date of Award Notification	The week of September 18, 2023
End of Period of Performance	September 29, 2024

CONTRACT TERMS

NACCHO expects the applicant to review and agree to the NACCHO standard contract terms ([Appendix B](#)) and conditions as a requirement of award. **No modifications to the terms or contract language will be made. Contractors that cannot agree to 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.

It is the responsibility of the selected LHDs to return a signed copy of the contract within approximately 30 days of receipt. Recipients are encouraged to be proactive in coordinating their agency's grant approval process to avoid possible delays. Applicants should review all terms and conditions to determine whether they are appropriate for submitting a proposal.

Selected LHDs will enter into a contract with NACCHO to complete the required activities outlined below. NACCHO will pay each awarded LHD demonstration site payments in exchange for completion of the assigned scope of work and accepted deliverables. Deliverables will be priced as a portion of the total award amount. The scope of work will outline an invoicing schedule. Please note NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

Award Terms & Conditions, Federal Regulations and Policies: CDC and grant recipients must comply with all applicable terms and conditions of award, federal laws, regulations, and policies: <https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf>.

PROJECT GOALS & REQUIREMENTS

NACCHO's Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships project seeks to improve LHD's capacity to increase vaccination uptake and address inequities in COVID-19 and routine vaccination coverage among adolescents and their families. This work will be achieved by collaborating with LHDs to identify and address barriers to vaccination, engage community stakeholders and influential messengers to support vaccine messaging specific to adolescents and parents, provide education and vaccine delivery at the community level, and facilitate relationships between vaccine providers and the community to increase vaccine confidence, access, and uptake opportunities.

Through this funding opportunity, awardees will be required to conduct specific activities based on the project scope of work ([Appendix A](#)) in addition to those described in a project workplan which will be agreed upon after award acceptance.

Awardees will be required to:

- Develop a work plan with identified program activities, outcomes, and goals.
- Plan and implement or engage with an established youth advisory group to better understand adolescent's vaccine and health decision-making, inform peer to peer communications campaigns, and identify channels to promote COVID-19 vaccination uptake, vaccine confidence, and overall awareness and trust in public health among adolescents. The strategy should be specific to the jurisdiction and/or population of focus and should empower vaccine recipients within the community.
- Develop community-specific solutions utilizing trusted messengers that build vaccine confidence, including tailoring COVID-19 vaccination content and materials to meet local context; create resources, health communication campaigns, and social marketing to address vaccine hesitancy, improve vaccine confidence, and increase equitable COVID-19 vaccine in adolescents and their families at the local level.
- Participate in scheduled (i.e., monthly, or bi-monthly) calls with NACCHO to monitor project progress, engage in peer networking, share best practices and resources, and receive technical assistance. Technical assistance may include facilitating connections between demonstration sites and subject matter experts, training opportunities for LHD staff, and/or providing activity planning and implementation support.
- Designate at least one LHD staff member to participate in a health equity training activity and incorporate learnings in LHD practice or strategies.
- Host or participate in grassroots community events to build awareness of and confidence in local public health services and to promote adolescent vaccination uptake.
- Amplify the messaging and communications developed by the National Federation of State High School Associations (NFHS) related to adolescent vaccination.
- Partner with NACCHO to develop new and/or update existing materials and share subject matter expertise focused on under-immunized adolescents and those experiencing inequities in COVID-19 vaccination coverage and uptake.

- Participate in evaluation activities and document project outcomes. As such, recipients will be expected to conduct the following activities:
 - Participate in NACCHO’s evaluation and assessment activities (i.e., a pre-assessment, post-assessment, mid-year interviews), and project close out interviews.
- Submit progress reports bi-monthly (every two months) to share outcomes, challenges, and needs related to vaccine promotion and accessibility activities with NACCHO template.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

Method of Payment

Deliverables may be priced as a portion of the total award amount. NACCHO will provide a payment schedule in accordance with the completion of assigned deliverable amounts. NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

NACCHO Support

NACCHO staff will serve as a resource to the selected LHDs to ensure adequate completion of required project activities and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO reports, data, and other resources necessary to complete the tasks above.
- Provide regular opportunities for learning and peer-to-peer networking among awarded LHDs.
- Provide direct technical assistance for completion of tasks, including periodic webinars and phone or e-mail consultations.
- Facilitate routine conference calls, webinars, and information exchange between recipients.

PROPOSAL RESPONSE FORMAT

Applications for NACCHO’s Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships project will be evaluated by NACCHO and scored based on the following criteria:

- Jurisdictional need
- Strategy and approach
- Capacity to implement the project
- Capacity to identify, establish and leverage partnerships

Applications should include:

A. **Local Jurisdiction Information** that includes:

- Applicant organization name, address, city, and state
- Size of jurisdiction served (i.e., less than 50,000; 50,000 to 499,999; or 500,000 or more people)
- Characteristics of jurisdiction (i.e., rural, urban, suburban, mixed [if mixed, indicate which])
- County(ies)/jurisdiction(s) served by the LHD
- Number of FTE designated to immunization services
- Name, phone number, and email for primary and secondary points of contact for the project.

B. **Project Narrative** that includes:

- **Jurisdictional Need (2,500-character limit):** Describe the demographics and characteristics of your jurisdiction and burden of COVID-19 and other Vaccine Preventable Diseases (VPDs), and routine vaccination coverage among adolescents. Please include the following:
 - Current burden of COVID-19 and/or other VPDs in your area and the data source (occurrence of outbreaks or increase in cases).
 - A description of adolescent vaccination coverage and parental confidence AND if a specific subgroup (e.g., area, zip codes, racial/ethnic populations) of the adolescent population will be the focus of this project. Please explain the rationale for why they were chosen (i.e., information on any identified barriers to vaccination for the priority population identified).
 - Information on social determinants of health, demographics, or other systemic factors impacting the health and well-being of the adolescent population and their families.
- **Strategy and Approach (2,500-character limit):** Describe your proposed activities to address vaccine confidence and uptake among adolescents and their parents. Please include the following:
 - Describe activities and partnerships you plan to implement to meet the needs of the adolescent population identified to address vaccine confidence.
 - Describe how this project will ensure services/activities reach and focus on the population identified.
 - Describe how your program will use culturally appropriate prevention messages, strategies, and interventions that are tailored for your community.
 - Describe how your project will coordinate with community residents, local businesses, healthcare providers, or other partners to formulate a partner engagement plan.
- **Capacity to Implement Approach (2,500-character limit):** Describe the LHD's institutional capacity to coordinate, implement, and evaluate proposed activities,

- including project management and technical, financial, and administrative management capacity. Please include the following:
- An overview of the LHD’s current immunization programs, services, and any current strategies to address COVID-19 or routine vaccine confidence and uptake, especially any relevant to adolescents.
 - Staff that will be responsible for project execution/implementation in addition to their roles and responsibilities for the project.
 - Describe the sustainability of the project, such as how this project aligns with other funding streams, builds upon past work, supports future goals, and how new partnerships might be supported or leveraged beyond the funding period.
- **Collaboration and Partnerships (2,500-character limit):** Describe existing relationships with community partners aimed at improving immunization coverage and confidence, including opportunities or challenges to building and maintaining those relationships. Please include the following:
 - Description of existing partnerships between your LHD and community-based organizations, academic institutions, health systems, employers, community health centers, etc. that align with the identified population of interest (adolescents and their families) to improve vaccine acceptance and uptake.
 - Description of partnerships and organizations your LHD would like to collaborate with, and challenges (if any) experienced in establishing such partnerships.
 - Support needed by your LHD to maintain and strengthen community partnerships.
- C. **Budget Justification and Narrative:**
- Budget ([template provided](#)): Applicants must provide a detailed line-item budget equaling \$75,000. Please review the [budget guidance document](#) to assist in developing your budget line items. Note: the template will appear in your browser’s downloads.
 - Budget narrative ([Appendix C](#)): Include a narrative cost justification for each line item and how the amounts were derived. Include a narrative cost justification for each line item and how the amounts were derived.
 - Unallowable expenses: Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFA 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. **Please see [Appendix D](#) for a list of unallowable expenses.**
- D. **Additional Required Information:** Please include and submit (upload) the following attachments with your application:

Please note the following documents are not required at the time of application submission but will be required for the contracting process. To ensure timely contract execution, we encourage you to submit these documents as soon as possible. If submitting these documents after the application deadline, please email them to immunization@naccho.org.

- Agreement to Scope of Work in [Appendix A](#).
- Complete and submit the [Vendor Information Form](#).
- Complete and submit the [Completed Certification of Non-Debarment](#).
- Submit [W-9 Form](#).
- Complete and submit the [FFATA data collection form](#).
 - NOTE for completing this form: **This grant opportunity is federally funded and the CFDA # is 93.421.** (This form is required 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.)
- Provide proof of active registration with SAM.gov in accordance with an active Unique Entity ID. *Upload in application* (a screenshot can be uploaded).
 - The applicant must be registered with the System for Award Management (SAM). For applicants without a Unique Entity ID, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM Unique Entity ID at the time of submission.
 - Note: If an applicant’s Unique Entity ID is expired at the time of contract execution, the applicant will be required to renew.
- Back up documentation to show approved Fringe and Indirect rates if they exceed the 10% de minimis rate OR if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates.
https://www.naccho.org/uploads/downloadable-resources/Budget-Guidance_2023.pdf Please see [budget guidance document](#) for detailed information on acceptable documentation.

SELECTION PROCESS

Applications will be reviewed and scored based on the following criteria. Responses provided from the [project narrative section](#) will be used to inform the criteria scores. The budget will not be included in the scoring criteria but is required for your application to be considered complete.

Criteria	Weight for SOW
Jurisdictional need	25%
Strategy and approach	25%
LHD capacity to implement approach	25%
Collaboration and partnerships	25%

SUBMISSION INSTRUCTIONS

Applications for the Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships project must be submitted through the [online application system](#). Applicants should:

- Review the requirements and expectations outlined in this RFA.
- Read NACCHO's standard contract ([Appendix B](#)) 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.
- The submitted application must include the following items to be deemed complete:
 - The [proposal response format sections](#) outlined above.
 - Anticipated budget ([template provided](#))
 - The budget narrative ([Appendix C](#)).
- The following documents listed below are not required at the time of application submission but will be required for the contracting process. Please see [Additional Required Information](#) section for more information.
 - [Vendor Information Form, W-9, Certification of Non-Debarment, and FFATA data collection form](#). *Upload in application.*
 - Proof of active registration with SAM.gov in accordance with active Unique Entity ID. *Upload in application* (a screenshot can be uploaded).
 - Note: If an applicant's Unique Entity ID is expired at the time of contract execution, the applicant will be required to renew.
 - Back up documentation to show approved Fringe and Indirect rates if they exceed 10% de minimus rate; if no approved rates, please provide on letterhead explanation of Fringe and Indirect rates. *Upload in application.*
- Applications must be submitted by **11:59 pm PDT August 31, 2023**. Submissions after this deadline will not be considered.
- NACCHO will confirm receipt of all applications within three to five business days, however, receipt does not guarantee verification of completeness. **All applicants will be notified of their status the week of September 18, 2023**. All questions may be directed to immunization@naccho.org.

APPENDICES:

- [Appendix A: Scope of Work and Invoicing Schedule](#)
- [Appendix B: Sample Contract Template](#)
- [Appendix C: Budget Narrative Template](#)
- [Appendix D: Unallowable Costs](#)

APPENDIX A– Scope of Work and Invoicing Schedule

Scope of Work: <Organization Name>

Project: Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships

Project Period: Upon contract execution to no later than September 29, 2024

Award Amount: \$75,000

Project Background

Through the Strengthening Vaccine Confidence and Uptake among Adolescents and their Families through Community Partnerships, NACCHO will support local health departments (LHDs) to identify and address factors of COVID-19 and routine vaccine confidence among adolescents and their families through the involvement of trusted community leaders and stakeholders to support health communications campaigns and social marketing, develop community-specific resources and materials, promote vaccination clinics and programming, provide educational and outreach services at the community level, and champion new and existing partnerships to increase vaccine confidence, accessibility, and equity. This work will be strengthened through strategic national-level and state-level partnerships and collaboration with other entities to maximize sharing of resources, best practices, and lessons learned in addressing vaccine hesitancy and improving vaccine confidence.

Objectives

With support from NACCHO, <Organization Name> seeks to meet the objectives and corresponding Scope of Work below:

1. Provide trusted community leaders with accurate information and messaging to help improve vaccine confidence.
2. Improve understanding of current barriers to COVID-19 and routine vaccination for adolescents and their parents in local jurisdictions.
3. Identify vaccine inequities and opportunities for enhanced vaccine education and access at the local level.
4. Develop and enhance local collaborations, especially with schools and private providers, to improve vaccine education, outreach, and access for adolescents and their families.
5. Contribute to shared learning and reporting of challenges, results, and outcomes throughout the project period.

Required Activities

- Develop a work plan with identified program activities, outcomes, and goals.
- Plan and implement or engage with an established youth advisory group to better understand adolescent’s vaccine and health decision-making, inform peer-to-peer communications campaigns and identify channels to promote COVID-19 vaccination uptake, vaccine confidence, and overall awareness and trust in public health among adolescents. The strategy should be specific to the jurisdiction and/or population of focus and should empower vaccine recipients within the community.

- Develop community-specific solutions utilizing trusted messengers that build vaccine confidence, including tailoring COVID-19 vaccination content and materials to meet local context; create resources, health communication campaigns, and social marketing to address vaccine hesitancy, improve vaccine confidence, and increase equitable COVID-19 vaccine in adolescents and their families at the local level.
- Participate in scheduled (i.e., monthly, or bi-monthly) calls with NACCHO to monitor project progress, engage in peer networking, share best practices and resources, and receive technical assistance. Technical assistance may include facilitating connections between demonstration sites and subject matter experts, training opportunities for LHD staff, and/or providing activity planning and implementation support.
- Designate at least one LHD staff member to participate in a health equity training activity and incorporate learnings in LHD practice or strategies.
- Host or participate in grassroots community events to build awareness of and confidence in local public health services and to promote adolescent vaccination uptake.
- Amplify the messaging and communications developed by the National Federation of State High School Associations (NFHS) in partnership with NACCHO related to adolescent vaccination.
- Partner with NACCHO to develop new and/or update existing materials and share subject matter expertise focused on under-immunized adolescents and those experiencing inequities in COVID-19 vaccination coverage and uptake.
- Participate in evaluation activities and document project outcomes. As such, recipients will be expected to conduct the following activities:
 - Participate in NACCHO’s evaluation and assessment activities (i.e., a pre-assessment, post-assessment, mid-year interviews), and project close out interviews.
- Submit progress reports bi-monthly (every two months) to share outcomes, challenges, and needs related to vaccine promotion and accessibility activities with NACCHO template.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

Scope of Work - Invoicing Schedule

Invoice Number	Primary Task / Deliverables	Due Date	Invoice Amount
Invoice #1 Invoice total: \$9,000	Attend project Kick-Off Meeting	December 15, 2023	\$2,000
	Completion of pre-assessment		\$2,000
	Develop and submit a project workplan		\$5,000
Invoice #2 Invoice total: \$20,000	Completion of progress report 1	March 15, 2024	\$10,000
	Completion of a partner engagement plan		\$10,000

Invoice Number	Primary Task / Deliverables	Due Date	Invoice Amount
Invoice #3 Invoice Total: \$23,000	Completion of progress report 2	July 15, 2024	\$10,000
	Submission of key materials, products, and/or collateral developed, adapted, and/or utilized in vaccine communications and/or adolescent outreach campaign		\$5,000
	Submission of a project resource or strategy that could contribute to NACCHO communications highlighting project successes, challenges and lessons learned		\$3,000
	Completion of health equity training activity		\$5,000
Invoice #4 Invoice Total: \$23,000	Completion of partner engagement report	September 15, 2024	\$5,000
	Completion of post assessment survey and project close activities		\$15,000
	Regular Meeting Attendance		\$3,000

APPENDIX B – Sample Contract Template

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.

<p>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</p>	<p>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</p>
<p>FOR CONTRACTOR: <i>(Name and address of Contractor’s Contract Officer or Designee, including telephone and fax.)</i></p>	

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.: _____

FOR NACCHO:

National Association of County and City Health Officials

Attn: _____

[Name of Program Staff]

1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Tel. (202) _____

Fax (202) 783-1583

Email: _____@naccho.org

With a copy to:

National Association of County and City Health Officials

Attn: Ade Hutapea, LL.M., CFCM, CCCM

Director, Contracts

1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005

Tel. (202) 507-4272

Fax (202) 783-1583

Email: ahutapea@naccho.org

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 C – Budget Narrative Template

The budget narrative explains each line-item and how the amounts were derived. See detailed guidance below.

- A. **Personnel:** List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position’s time devoted to the project, and the activities you anticipate these staff persons to conduct.
- B. **Fringe Benefits:** Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc. Please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.
- C. **Travel:** Specify the purpose and details of the travel.
- D. **Supplies:** Identify supplies in the detailed budget and the intended use for these supplies (i.e. what activities will the supplies support).
- E. **Contractual:** Identify each proposed contract and specify its purpose and estimated cost.
- F. **Other direct costs:** These will vary depending on the nature of the project. This may include activities, monitoring and evaluation, etc.
- G. **Indirect charge:** Indicate how the rate is applied. If you are proposing more than 10%, please provide government approved rates, if you do not have that, please create a statement letter explaining your approved rates.

- **Personnel**
 - *Add text*
- **Fringe Benefits**
 - *Add text*
- **Travel**
 - *Add text*
- **Supplies**
 - *Add text*
- **Contractual**
 - *Add text*
- **Other Direct Costs**
 - *Add text*
- **Indirect Charge**
 - *Add text*

- **Respond to the following two questions:**

- Do you have prior experience in Federal Contracting?
- Have you completed a Single Audit

APPENDIX D – Unallowable Costs

1. Interest Expense (FAR 31.205-20) is unallowable however represented including bond discounts, costs of financing and refinancing capital including associated costs. Some associated costs include related legal and professional fees incurred in connection with prospectuses, the costs of preparing stock rights are generally unallowable with special rules. However, interest assessed by certain state and local taxing authorities are allowable under certain conditions. Suggest the author be contacted on these special rules.
2. Donations/Contributions (FAR 31.205-8)
3. Entertainment (FAR 31.205-14) – The costs of entertainment and recreation however represented are unallowable including associated costs. It also includes costs associated with social activities including social, dining, country clubs and similar organizations are unallowable.
4. Contingencies (FAR 31.205-7)
5. Bad Debts (FAR 31.205-3)
6. Fines and Penalties (FAR 31.205-15) – The costs of fines and penalties for violating federal, state or local laws is unallowable including associated costs. Specifically, the costs associated with the mischarging of costs to government contracts is unallowable.
7. Goodwill (FAR 31.205-49) – The write-up of assets, resultant depreciation and goodwill from business combinations is unallowable.
8. Losses on Contracts (FAR 31.205-33) – The excess of cost over income on any contract is unallowable. This includes the contractor’s share of any cost contribution on cost sharing agreements.
9. Organizational (FAR31.205-27) – Organization costs and re-organization costs are unallowable however represented including professional and legal fees. However, the costs of executive bonuses, employee savings plans, and employee stock ownership plans are not considered organization or re-organization costs and are not made unallowable by this principle. Such costs are addressed by FAR 31.205-6.
10. Food- Direct charges for meals/food and beverages are unallowable charges to this project.
11. Alcohol – Alcohol is expressly unallowable under all circumstances.
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. Please contact me about these exceptions as needed.
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. In any case

please contact me regarding the circumstances that these costs are allowable or not. 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.
18. Equipment purchases over \$5,000, i.e. Vehicles, Medical Devices.
19. Harm Reduction supplies or syringes.
20. Gift cards/Incentives - Gas gift cards as incentives are not allowable. Gift cards as incentives will require prior approval and are not guaranteed to be approved.
21. Salaries for personnel, consultants, or contractors in excess of the federal cap on Senior Executive level salaries for 2023 (set at \$102/hour, \$17,675/month, \$212,100/year).