

# NACCHO

National Association of County & City Health Officials

## REQUEST FOR APPLICATIONS (RFA)

**Improving the Health of Young Children: Expanding Vaccination Coverage  
through Partnerships with Early Care and Education Programs**

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

**Released: January 8, 2024**

**Due: January 28, 2024, by 11:59 pm PT**

## SUMMARY INFORMATION

**Project Title:** Improving the Health of Young Children: Expanding Vaccination Coverage through Partnerships with Early Care and Education Programs

**Application Due Date and Time:** January 28, 2024 – 11:59 pm PT

**Selection Announcement Date:** January 31, 2024

**Source of Funding:** Centers for Disease Control and Prevention (CDC)

**NOA Award No.:** 5NU5OCK000587-03-00

**Maximum Funding Amount:** \$120,000

**Anticipated Number of Awards:** 14

**Estimated Period of Performance:** February 5, 2024 – September 29, 2024

**Point of Contact for Questions Regarding this Application:** [mcah@naccho.org](mailto:mcah@naccho.org) (ATTN: William Rowe)

## OVERVIEW

The mission of the National Association of County and City Health Officials (NACCHO) is to improve the health of communities by strengthening and advocating for the nation’s more than 3,300 local health departments (LHDs). NACCHO’s vision is to improve the public health system at the local level to create the conditions for optimal health, equity, and security for all people. NACCHO strives to strengthen the capacity of local public health to respond to dynamic challenges by improving performance and demonstrating value and accountability.

In partnership with the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity for LHDs to improve the health of young children by expanding vaccination coverage through partnerships with Early Care and Education (ECE) programs and other stakeholders. This is an initiative within the COVID-19 and ECE project of the Maternal, Child, and Adolescent Health (MCAH) portfolio.

NACCHO anticipates awarding fourteen (14) LHDs in the form of fixed-priced contracts equaling \$120,000 per contract. Applications will be scored based on the selection criteria listed in the RFA, and selections will be made by January 31, 2024. Applications must be submitted through the [online submission form](#) no later than **January 28, 2024**.

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 [mcah@naccho.org](mailto:mcah@naccho.org).

## SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date/Time
Submission Deadline ( <a href="#">access application here</a> )	January 28, 2024   11:59pm PT

<b>Award Notification Date</b>	January 31, 2024
<b>Start of Project Period</b>	February 5, 2024
<b>End of Project Period</b>	September 29, 2024

### **ELIGIBILITY AND CONTRACT TERMS**

This RFA is open to local health departments that aim to increase COVID-19 and other pediatric vaccination access and coverage within their localities. Applicants must have a demonstrated desire to partner with ECE programs and other ECE stakeholders in their jurisdiction to enhance health outcomes of young children ages 0 to 5 years.

Agreement with NACCHO’s [standard contract terms and conditions](#) is a requirement. **Prior to applying, please review the standard contract terms. 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 for a copy of the 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 AND ACTIVITIES**

The COVID-19 pandemic highlighted the need to strengthen the relationships between LHDs and ECE programs to improve local public health partnerships. The MCAH team’s portfolio works to establish and sustain collaborative disease mitigation recommendations for COVID-19 transmission, increase immunization access, support chronic disease prevention, and achieve other optimal public health goals for young children. Funded through the CDC, NACCHO

collaborates with member LHDs and implementation partners, Child Care Aware of America® (CCAoA), and PennState Extension – Better Kid Care (BKC), to increase public health messaging, training, and easily accessible resources for ECE providers, caregivers, and families.

The primary goal of this RFA is to develop and maintain sustainable partnerships between LHDs and ECE programs to increase COVID-19 vaccines and other Advisory Committee on Immunization Practices (ACIP)-recommended vaccines for children 0 to 5 years of age. 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 to establish partnerships with ECE programs and other stakeholders and promote COVID-19 and other ACIP-recommended vaccines for children 0 to 5 years of age.
- Initiate partnerships with relevant community partners to reach 5-10% of ECE programs within your jurisdiction, prioritizing areas with low vaccination rates, to support COVID-19 and other ACIP-recommended vaccines. Partners could include Child Care Resource and Referral agencies, Cooperative Extension Programs, Directors of Child Care Programs (Head Start, Early Care Centers, Child Care Homes, Family, Friend, and Neighborhood Child Care Programs), Community Health Centers (serving young children and families), and Coalitions.
- Develop a communication plan, including tailored immunization education materials to meet local context and reach audiences in preferred languages; work with program partners to create resources, health communication campaigns, and social marketing to address vaccine hesitancy, improve vaccine confidence, and increase equitable vaccine access in young children and their families.
- Host or participate in at least two grassroots community events to build awareness of and confidence in local public health services and to promote vaccines for children 0 to 5 years of age. *Funding cannot be used to purchase vaccines. NACCHO can provide support to help connect grantees with available resources at the national and state levels.*
- Attend and actively participate in scheduled (i.e., monthly, or bi-monthly) Rapid Learning Network meetings with NACCHO, aimed at strengthening grantee engagement and programming. Meetings will include monitoring project progress, engaging in peer sharing, sharing best practices and resources, and identifying promising communication channels.
- Participate in technical assistance (TA) opportunities with NACCHO, the CDC, and program partners. Technical assistance may include peer learning and networking to identify and address key barriers and facilitators, training opportunities for LHD staff, and/or providing activity planning and implementation support.

- Participate in evaluation activities and document project outcomes. 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 to share outcomes, challenges, and needs related to vaccine promotion and accessibility activities.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

### **DESCRIPTION AND AVAILABILITY OF FUNDS**

With support from the Centers for Disease Control and Prevention (CDC), NACCHO anticipates awarding up to \$120,000 to fourteen LHDs. The selected applicants will serve as demonstration sites to increase vaccination coverage through partnerships with ECE programs and other organizations supporting young children.

### **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 (TA) for completion of tasks, including webinars, and phone or e-mail consultations with NACCHO partners.
- Facilitate routine conference calls, webinars, and information exchange between recipients.

### **PROPOSAL RESPONSE FORMAT**

Applications for NACCHO’s *Improving the Health of Young Children: Expanding Vaccination Coverage through Partnerships with Early Care and Education Programs* project will be evaluated by NACCHO and scored based on the following criteria:

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

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 Local Health Department
- Name, phone number, and email for primary and secondary points of contact for the project.
- Staff that will be responsible for project execution/implementation in addition to their roles and responsibilities for the project.

**B. Project Narrative** that includes:

**Collaboration and Partnerships**

1. Describe the ECE landscape in your locality. Include existing relationships with ECE programs and other stakeholders working with young children. If none exist, please explain why this is a priority for your LHD. (Current ECE partnerships are not a requirement for funding.)
  - a. Are there other relevant existing partnerships between your LHD and community-based organizations, academic institutions, health systems, employers, community health centers, etc. that align with improving the health of young children and improving vaccination coverage?
2. How will your LHD increase collaboration and partnerships with ECE programs and other ECE stakeholders? Include: What partners are you expecting to work with and why are they selected? What percentage of ECE programs are you expecting to reach in your community?
3. What support is needed to sustain and strengthen community partnerships? Please describe opportunities and challenges to building and maintaining those relationships.

**Jurisdictional Need**

1. Describe the landscape of vaccination coverage for children 0 to 5 and families in your locality, including vaccine confidence. What are the barriers to vaccination coverage and access in your community?
2. Provide information on the social determinants of health, demographics, or other systemic factors in your community impacting the health and well-being of children 0 to 5 years of age.
3. Is your LHD engaged in other public health initiatives that could intersect with this funding opportunity? Include activities related to current funding from NACCHO or CDC,

as relevant (e.g. REACH grantee, other immunization funding from NACCHO or elsewhere, Building LHD-ECE Partnerships Demonstration Sites, etc).

### **Strategy and Approach**

1. Communication activities: Describe your proposed communication and marketing plan to address vaccination coverage. Include both out-of-home and digital marketing opportunities. How will you implement these activities in partnership with ECE programs and other stakeholders?
  - a. Please include how your program will use cultural and linguistic appropriate prevention messages, strategies, and interventions tailored for the communities served.
2. Implementation Activities: Describe activities you will implement to meet the needs of children 0 to 5 years of age and their families. Include what role ECE programs and other stakeholders will have in the activities. Describe how this project will ensure immunization services/activities reach and focus on children 0 to 5 years of age and their families.

### **Capacity to Implement Approach:**

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 MCH/Immunization or Child Care Health programs, services, and current strategies to address health for young children and increase ACIP-recommended vaccines in children 0 to 5 years of age.
- 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 LHD-ECE partnerships might be supported or leveraged beyond the funding period.

### **C. Budget Justification and Narrative:**

- Budget ([template provided](#)): Applicants must provide a detailed line-item budget equaling \$120,000. 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 [mcah@naccho.org](mailto:mcah@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. 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
Collaboration and partnerships	30%
Jurisdictional need	30%

Strategy and approach	30%
LHD capacity to implement approach	10%

### **SUBMISSION INSTRUCTIONS**

Applications for the Improving the Health of Young Children through Expanding Vaccination Coverage through Partnerships with Early care and Education Programs 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 January 28, 2024**. 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 January 31, 2024.** All questions may be directed to [mcah@naccho.org](mailto:mcah@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***

### **Improving the Health of Young Children: Increasing Vaccination Coverage through Partnerships with Early Care and Education Programs**

Scope of Work – *[Organization Name]*

Contract Amount: \$120,000

Contract Period: February 5, 2024 – September 29, 2024

---

#### **Summary and Background**

[INSERT LHD NAME] will work with the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC) as a demonstration site to support COVID-19 and routine vaccination coverage activities identified by NACCHO and CDC for early care and education (ECE) programs.

Through this project, NACCHO will support local health departments (LHDs) and Early Care and Education (ECE) programs to identify and implement strategies to improve COVID-19 and routine vaccine confidence and access for children 5 years of age and younger. By establishing and sustaining partnerships with ECE programs, LHD demonstration sites will connect child care providers, caregivers, and families to resources and materials that address vaccine hesitancy and increase vaccine access and coverage in young children. This work will be strengthened through strategic local-level partnerships and collaboration with entities to maximize sharing of resources, best practices, and lessons learned to improve vaccine confidence.

#### **Objectives:**

1. Establish partnerships with ECE programs and other stakeholders, building local collaborations to understand current barriers and opportunities to COVID-19 other ACIP-recommended vaccines for children 0 to 5 years of age.
2. Develop community-specific solutions and implement activities with partners to improve vaccination education, outreach, and access for children under 5 and their families.
3. Create and disseminate key messaging for enhanced vaccine education and access at the local level.
4. Participate in peer-learning network established by NACCHO with other LHD demonstration sites, building a rapid living learning network.

5. Contribute to NACCHO's shared learning by providing routine, comprehensive reports of challenges, successes, and outcomes throughout the project period.

In support of the Improving the Health of Young Children: Increasing Vaccination Coverage through Partnerships with Early Care and Education Programs, [INSERT LHD NAME] will complete the following tasks by September 29, 2024:

- Develop a work plan with identified program activities, outcomes, and goals to establish partnerships with ECE programs and other stakeholders and promote COVID-19 and other ACIP-recommended vaccines for children 0 to 5 years of age.
- Initiate partnerships with relevant community partners to reach 5-10% of ECE programs within your jurisdiction, prioritizing areas with low vaccination rates, to support COVID-19 and other ACIP-recommended vaccines. Partners could include Child Care Resource and Referral agencies, Cooperative Extension Programs, Directors of Child Care Programs (Head Start, Early Care Centers, Child Care Homes, Family, Friend, and Neighborhood Child Care Programs), Community Health Centers (serving young children and families), and Coalitions.
- Develop a communication plan, including tailored immunization education materials to meet local context and reach audiences in preferred languages; work with program partners to create resources, health communication campaigns, and social marketing to address vaccine hesitancy, improve vaccine confidence, and increase equitable vaccine access in young children and their families.
- Host or participate in at least two grassroots community events to build awareness of and confidence in local public health services and to promote vaccines for children 0 to 5 years of age. *Funding cannot be used to purchase vaccines. NACCHO can provide support to help connect grantees with available resources at the national and state levels.*
- Attend and actively participate in scheduled (i.e., monthly, or bi-monthly) Rapid Learning Network meetings with NACCHO, aimed at strengthening grantee engagement and programming. Meetings will include monitoring project progress, engaging in peer sharing, sharing best practices and resources, and identifying promising communication channels.
- Participate in technical assistance (TA) opportunities with NACCHO, the CDC, and program partners. Technical assistance may include peer learning and networking to identify and address key barriers and facilitators, training opportunities for LHD staff, and/or providing activity planning and implementation support.
- Participate in evaluation activities and document project outcomes. 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 to share outcomes, challenges, and needs related to vaccine promotion and accessibility activities.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

## Reimbursement

[INSERT LHD NAME] will submit the following invoices and deliverables to NACCHO's MCAH team via the [MCAH Invoice and Deliverable Submission Form](#) after the completion of key project deliverables outlined below. Note that invoices may be submitted in advance of the submission date if the work has been completed. General inquiries regarding invoices and deliverable submission should be emailed to [mcah@naccho.org](mailto:mcah@naccho.org). Email submissions with attachments of deliverables and/or invoices will not be accepted by the MCAH team.

Invoice	Submission Date	Deliverable(s)	Amount
Invoice 1	March 31, 2024	<ul style="list-style-type: none"> <li>Attend project kick-off meeting</li> <li>Completion of pre-assessment</li> <li>Develop and submit finalized project workplan and communication plan</li> </ul>	\$20,000
Invoice 2	May 31, 2024	<ul style="list-style-type: none"> <li>Interim Scope of Work Activity report #1 (report template to be provided by NACCHO)</li> <li>Completion of partner engagement plan</li> <li>Submission of key materials, products, and collateral developed, adapted, and utilized in vaccine communications and/or ECE partnership campaigns</li> </ul>	\$40,000
Invoice 3	July 31, 2024	<ul style="list-style-type: none"> <li>Interim Scope of Work Activity report #2 (report template to be provided by NACCHO)</li> <li>Draft community profile using resources such as the Pediatric Vaccination Map, and/or rapid community assessment tools, supported by NACCHO and project partners</li> </ul>	\$20,000
Invoice 4	September 29, 2024	<ul style="list-style-type: none"> <li>Interim Scope of Work Activity report #3 (report template to be provided by NACCHO)</li> <li>Submission of a project resource or strategy that could contribute to NACCHO communications highlighting project successes, challenges and lessons learned related</li> <li>Completion of partner engagement report</li> <li>Final Report + Evaluation</li> </ul>	\$40,000

## 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

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. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.
  
10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
  
11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
  
12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).
14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.
16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D, Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by

31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
  
21. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
  
22. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”
  
23. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
  
24. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email or facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:  National Association of County and City	With a copy to:
--	-----------------

<p>Health Officials</p> <p>Attn: _____</p> <p>[Name of Program Staff]</p> <p>1201 (I) Eye Street NW 4th Fl., Washington, DC 20005</p> <p>Tel. (202) _____</p> <p>Fax (202) 783-1583</p> <p>Email: _____@naccho.org</p>	<p>National Association of County and City Health Officials</p> <p>Attn: Ade Hutapea, LL.M., CFCM, CCCM</p> <p>Director, Contracts</p> <p>1201 (I) Eye Street NW 4th Fl., Washington, DC 20005</p> <p>Tel. (202) 507-4272</p> <p>Fax (202) 783-1583</p> <p>Email: <a href="mailto:ahutapea@naccho.org">ahutapea@naccho.org</a></p>
<p>FOR CONTRACTOR:</p> <p><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:**

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

Name: Jerome Chester

Title: Chief Financial Officer

Date:

**CONTRACTOR:**

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

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

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

Date:

Federal Tax ID No.:

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

FOR NACCHO:

National Association of County and City Health Officials

With a copy to:  
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

Attn: Ade Hutapea, LL.M., CFCM, CCCM  
Director, Contracts  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4272  
Fax (202) 783-1583  
Email: [ahutapea@naccho.org](mailto:ahutapea@naccho.org)

**FOR 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.:

## ***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.
- H. **Respond to the following two questions:**
  - a. Do you have prior experience in Federal Contracting?
  - b. 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.