

NACCHO

National Association of County & City Health Officials

REQUEST FOR PROPOSALS

Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments: Community Prevention Framework Pilot

National Association of County and City Health Officials (NACCHO)

Date of Release: October 11th, 2022

***Applications are due by: November 18th, 2022, by 5:00 pm ET**

SUMMARY INFORMATION

Project Title: Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments: Community Prevention Framework Pilot

Application Due Date and Time: November 18th, 2022, by 5:00pm ET

Selection Announcement Date: On or around December 1st, 2022

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

NOA Award No.: 5 NU38OT000306-05-00

Maximum Funding Amount: \$55,000

Estimated Period of Performance: December 2022 – July 31, 2023

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

Special condition of this award: see Appendix A and B

OVERVIEW

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

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention for Local Health Departments: Community Prevention Framework project. **Approximately five (5) awards of \$55,000 each will be available.** NACCHO will consider geographic distribution, jurisdictional characteristics, and population size to ensure diversity in LHDs selected.

Selections will be made on or around December 1st, 2022, and the project period will run from the date of Notice of Award (NOA) to July 31, 2023. Applications must be submitted no later than November 18th, 2022, by 5:00 PM Eastern Time. **This will be a fixed-price, deliverables-based contract.** All necessary information regarding the project and application process may be found in this Request for Application (RFA). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing the Injury and Violence Prevention Team at IVP@naccho.org.

As this project involves cohort-based work, LHDs will be required to attend meetings and participate in grant-related activities immediately; that is, prior to the full execution of the contract. As a part of the submission process, applicants must confirm they can begin work prior to receipt of the fully executed contract.

Background

In recent years, communities have seen increased rates of suicide, overdose, and ACEs. In 2021, NACCHO, in collaboration with the Association of State and Territorial Health Officials and with funding

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

Participating LHDs were then invited to a learning community intended to increase capacity in identified areas of need. In addition, ten LHDs were awarded funding to receive individualized TA aimed at translating SPACECAT results into action plans to begin increasing internal capacity to address suicide, overdose, and ACEs.

PURPOSE OF THE CURRENT FUNDING OPPORTUNITY

The current funding opportunity is the next step towards the goal of developing comprehensive, integrated approaches to suicide, overdose, and ACEs prevention within LHDs. Its purpose is to provide technical assistance (TA) to help LHDs and their communities understand and strengthen their capacity to address the intersection of suicide, overdose, and ACEs. The goals of this project are to assist pilot sites in applying a community-based prevention framework to:

1. Leverage cross-sector partnerships and engage community collaborators to develop an organizing body (internal or with community partners) to commit to working at the intersection.
2. Identify health inequities and focus efforts on supporting those in greatest need within their communities.
3. Develop and adopt a strategic plan to tackle the intersection of suicide, overdose, and ACEs.
4. Identify and select evidence-based strategies to strengthen the prevention response, identifying adaptations, if needed, for the communities' cultural context and readiness for change.

Awardees will complete the SPACECAT at the beginning and the end of the project, as well as participate in regularly scheduled group and individual TA sessions. Through this process, LHDs will develop a shared vision for work in the intersection, selecting strategies and designing a strategic plan to address suicide, overdose, and ACEs in their communities. The intention of this project is to assist LHDs in developing a plan that sets them up to apply for future funding opportunities to implement the plan and move the work forward. **This grant is designed as a planning grant to assist LHDs in mobilizing its internal staff and community partners for action. While this grant will involve identifying needs, strategic priorities, and methods to achieve goals, implementation during the project period with the available funds is not expected.**

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

ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to all local health departments who have an interest in building their capacity to address the intersection of suicide, overdose, and ACEs prevention.

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

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

NACCHO invites interested applicants to participate in an informational webinar. Register [here](#). Participants are encouraged to come with any questions they may have regarding this opportunity. The webinar will take place on **Wednesday, November 2nd, 2022 (1:00 - 2:00 PM ET)**. This webinar will be recorded and will be accompanied by an FAQ document that will cover all questions received to date.

SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date/Time
Informational Webinar	November 2 nd , at 1:00pm ET
Submission Deadline	November 18 th , at 5:00pm ET
Award Notification Date	On or around December 1 st , 2022
Anticipated Contract Start Date	December 1 st , 2022
Kick-Off Call	December 13 th , 2022, at 1:00pm ET
Anticipated Contract End Date	July 31 st , 2023

PROJECT REQUIREMENTS & EXPECTATIONS

NACCHO and partnering consultants will serve as technical assistance providers for the selected jurisdictions. Over the eight-month contract period, the selected LHDs will work with NACCHO and the consultant on the specific activities outlined below. A final SOW will be agreed upon after award acceptance by the applicant.

Scope of Work

- 1. Kick-Off Call**—Site will participate in an initial kick-off call, scheduled for Tuesday, December 13th, 2022 (1:00-2:00) ET). Each site must have at least one representative for this call. This call will outline the project, provide important dates, and review the deliverables.
- 2. SPACECAT Completion** – Participating sites will complete the SPACECAT as a team at the beginning of the project period.
- 3. Learning Community Sessions**—LHDs will participate in seven (7), 90-minute virtual learning community sessions led by NACCHO and a team of consultants. The sessions will introduce elements of a prevention framework to address the intersection of suicide, overdose, and ACEs and assist LHDs in identifying strengths and needs related to achieving each step.
- 4. Individual TA Sessions**—Each participating site will engage in at least six (6) virtual individual TA sessions to allow for more intensive discussion and planning around each step of the prevention framework as it pertains specifically to the LHD and its local jurisdiction. The sessions will be led by NACCHO and will range, on average, between 1-2 hours.
- 5. Site Visits**— LHDs will host NACCHO staff for a site visit. The goal of this site visit will be for strategic planning facilitated by NACCHO staff that includes community partners.
- 6. SPACECAT Completion** – Participating sites will complete the SPACECAT as a team at the end of the project period.
- 7. End-of-Project Survey**—After completion of all TA activities, participants will complete a final survey to provide feedback on satisfaction with the TA delivered and changes in capacity.
- 8. End-of-Project Report** – LHDs will complete a final project report that summarizes the sites' pilot project activities and improvements in addressing the intersection of suicide, overdose, and ACEs.

The following table outlines the tasks expected of the selected LHDs:

Primary Task/Deliverable	Documentation	Estimated Timeline	Payment Schedule		
1. Kick-Off Call	Attendance at initial consultation call	December 2022	5% of funding	10% of funding	Invoice #1 due by or before January 31 st , 2023
2. SPACECAT Tool	Team completion of the SPACECAT		5% of funding		
3. Learning Community Sessions 1-3	Attendance at Learning Community Sessions 1, 2, and 3	January-March 2023	10% of funding	20% of funding	Invoice #2 due by or before April 30 th , 2023
4. Individual TA Sessions 1-3	Completion of Post-Session Evaluations Participation in Individual TA Sessions 1, 2, 3		10% of funding		
5. Learning Community Sessions 4-6	Attendance at Learning Community Sessions 4, 5, and 6	April-June 2023	10% of funding	40% of funding	Invoice #3 Due by or before July 31 st , 2023
6. Individual TA Sessions 4-6	Completion of Post-Session Evaluations Participation in Individual TA Sessions 4, 5, 6		10% of funding		
7. Individual Site Visit	Participation in Site Visit and Activities		15% of funding		
	Completion of Site Visit Evaluation		5% of funding		
8. Learning Community Session 7	Attendance at Learning Community Session 7	July 2023	10% of funding	30% of funding	Invoice #4 Due by or before August 15 th , 2023
	Completion of Post-Session Evaluations				
9. Individual TA Session 7	Participation in Individual TA Session 7		5% of funding		
10. SPACECAT Tool	Team completion of the SPACECAT		5% of funding		
11. End-of-Project Survey	Submission of end-of-project survey		5% of funding		
12. End-of-Project Report	Submission of end-of-project report		5% of funding		

Method of Payment

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

NACCHO Support

NACCHO staff serve as a resource and will coordinate with the consultants to provide one-on-one technical assistance to all selected LHDs for the activities as outlined in the scope of work.

- Serve as liaison between the selected LHDs and consultants as needed
- Support the development of all learning community materials and one-on-one activities
- Attend learning community calls to provide ad hoc support as needed
- Provide individualized technical support to each site.
- Facilitate a strategic planning session during an in-person site visit

APPLICATION RESPONSE FORMAT & SELECTION CRITERIA

Application Format and Instructions

The proposal narrative must include the following content:

- **Contact Information:** Please provide all necessary contact information as specified by the online application portal.
- **Brief Narrative (80%)**
 - Statement of need (500-word limit; 30%)
 - Describe the jurisdiction you serve and provide information about the burden of suicide, overdose, and ACEs in your community.
 - Utilize local data collected by your LHD, partners, or other community entities (with sources cited) to describe:
 - Rates of fatal and non-fatal suicide attempts
 - Rates of fatal and non-fatal overdose
 - Statistics related to the prevalence of ACEs or positive childhood experiences. Proxy measures¹ for childhood trauma or resilience are acceptable; please describe the source of your data.
 - Prevalence and rates of other [shared risk and protective factors](#) that are particularly relevant for your community and population(s) of focus.
 - If these data are not available at the local level, explain where there are currently gaps in data and the challenges associated with collecting data for the local community.
 - Applicants are encouraged to visit NACCHO's ["Intersection of Suicide, Overdose, and Adverse Childhood Experiences"](#) page for resources related to the Data and Surveillance Domain of the SPACECAT to assist them in incorporating data into their application narrative.

- Current work (500-word limit; 10%)
 - Describe the programs and services your LHD is currently developing or offering related to suicide, overdose, and ACEs prevention. Do any of these programs or services address the intersection of suicide, overdose, and ACEs, either by addressing shared risk and protective factors or otherwise? If so, how?
 - What are the current barriers and challenges to this work?
 - Describe your LHD's current strategic plan(s).
 - Are any of the topics related to suicide, overdose, or ACEs?
 - To what degree has leadership identified these topics as priority areas for the LHD and/or community?
- Proposed Approach to Project Participation (1000-word limit; 30%)
 - Describe the type of organizing body that will be pursuing this work (e.g., internal LHD workgroup or taskforce, community coalition, etc.)
 - Describe any relevant experience with suicide, overdose, and ACEs related programming, prevention frameworks, or strategic visioning/planning.
 - Provide an overview of the project team, including current full- and part-time LHD staff who will participate in project activities. Examples of staff who may be well-suited for participation in this project include but are not limited to: individuals engaged in prevention work related to suicide, overdose, or ACEs, working in a related program area, or able to facilitate completion of the project work plan. **NOTE:** Project staff are expected to participate in monthly Learning Community calls and monthly Individual Technical Assistance calls, totaling 2 hours per month at minimum. Project work outside of these meetings, including completion of the SPACECAT, completion of post-session evaluations, site visit preparation and additional project activities all require project staff time and participation.
 - Provide an overview of the internal and/or external partners that you plan to incorporate into the project.
 - Describe the current relationships with the partners identified.
 - Describe your vision of the roles these partners will take, or the roles they have already agreed to take, in this project
 - How have these partners shown their interest and support in prevention work at this intersection?
 - Letters of support are welcome but not required.
 - Please confirm that your team is available to attend the Kick-Off Call on Tuesday, December 13th at 1:00pm ET.
- Interest in Pursuing Funding (500-word limit; 10%)
 - What interests or motivates you apply for this opportunity?
 - How would you like this project benefit your LHD and/or community? Topics to consider include, but are not limited to:
 - Identifying and collecting data relevant to the intersection of suicide, overdose, and ACEs
 - Increased understanding of shared risk and protective factors
 - Selecting evidence-based strategies to address identifying needs

- Increasing capacity in one or more SPACECAT domains
 - Implementing a plan for increased or new programming or initiatives
 - Identifying an action plan for a coalition or other community partnership
- **Jurisdictional Characteristics (20%):** Please provide a brief overview of the jurisdiction your health department serves by selecting the appropriate option for each jurisdictional characteristic.

Jurisdiction served	<input type="checkbox"/> City or town <input type="checkbox"/> County <input type="checkbox"/> Multi-county <input type="checkbox"/> Other
Size of population served	<input type="checkbox"/> Small: <50,000 <input type="checkbox"/> Medium: 50,000-500,000 <input type="checkbox"/> Large: 500,000+
Geographic region	<input type="checkbox"/> New England <input type="checkbox"/> Mid-Atlantic <input type="checkbox"/> East North Central <input type="checkbox"/> West North Central <input type="checkbox"/> South Atlantic <input type="checkbox"/> East South Central <input type="checkbox"/> West South Central <input type="checkbox"/> Mountain
Degree of urbanization	<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural <input type="checkbox"/> Urban/Suburban <input type="checkbox"/> Suburban/Rural
Type of LHD governance	<input type="checkbox"/> Local (<i>LHD is unit of local government</i>) <input type="checkbox"/> State (<i>LHD is unit of state government</i>) <input type="checkbox"/> Shared (<i>LHD is governed by both state/local authorities</i>)
Number of full-time staff employed within LHD	<input type="checkbox"/> <5 <input type="checkbox"/> 5-9.9 <input type="checkbox"/> 10-24.9 <input type="checkbox"/> 50-99.9 <input type="checkbox"/> 100-199.9 <input type="checkbox"/> 200+

- **Budget Proposal**

- Refer to the [budget template and instructions](#). Each complete application must also include a budget justification using the sample budget template. Each LHD may request **up to \$55,000** to support project activities.
- The budget is required for complete application submissions but will not be included in the scoring criteria. The purpose of this budget is to demonstrate how you intend to use the funds awarded to support your work for the project.
- Items that may be included in the request for funds include, but are not limited to, staff salaries and fringe benefits, supplies or equipment, indirect costs, etc. to support the completion of the deliverables within the project period.
- Activities supported directly by project funding will be constrained by allowable costs under CDC guidelines. Funds may not be used for equipment purchases.
- **Include a budget narrative** (one page or less) to explain each line-item and how the amounts were derived. See detailed guidance below.
 - For all applications, at least 15% of the budget must stay with the applying entity to ensure adequate resources for project management, participation in project activities and TA, and evaluation. The goal of 15% is to support internal capacity building for the organizations implementing these programs.
 - 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.
 - Fringe Benefits: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc.
 - Travel: Specify the purpose and details of the travel.
 - Supplies: Identify supplies in the detailed budget and the intended use for these supplies (i.e., what activities will the supplies support).
 - Contractual: Identify each proposed contract and specify its purpose and estimated cost.
 - Respond to the following three questions at the end of the budget narrative:
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?
- **Attachments**
 - Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - Required: Complete and submit the [Vendor Information Form](#)
 - Required: Complete and submit the [Certification of Non-Debarment](#)
 - Required: Submit a [W-9](#)
 - Required: Complete and submit the Certification Regarding Lobbying with Federally Appropriated Funds – [Form](#)
 - Required: Proof of active registration with SAM.gov in accordance with active DUNS number
 - Optional: Letter(s) of Support

Selection Process

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

Scoring and considerations

- Statement of Need (30%):

- Current Work (10%)
- Proposed Approach (30%)
- Interest in Pursuing Funding (10%)
- Jurisdictional Characteristics (20%)
 - Please note, reviewers will consider geographic distribution, jurisdictional characteristics, and population size served to ensure diversity in local health departments selected.

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

SUBMISSION INSTRUCTIONS

Applicants for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention for Local Health Departments: Community Prevention Framework project should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO’s standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO by **November 18th, 2022 at 5:00pm ET**. Submissions after this deadline will not be considered. **Please submit your application using NACCHO’s online portal [here](#).** NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. Please note that to gain access to the submission portal, applicants will need to create a NACCHO.org account if they do not already have one.
4. The submitted application must include the following items to be deemed complete:
 - a. A brief narrative that addresses the three domains described below: Statement of Need, Current Work, Proposed Approach, and Interest in Pursuing Funding.
 - b. Anticipated budget (template provided) and budget narrative.
 - c. All completed attachments including a copy of the LHD’s SPACECAT results.
 - d. The applicant must be registered with the System for Award Management (SAM) and its SAM number. **For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.**

Applicants will be notified of their selection status by e-mail to the project point-of-contact on or around Thursday, December 1st, 2022. Selected applicants will be required to confirm participation and agreement with the contract scope of work after receiving a notification. The designated point-of-contact for selection must be available to receive and respond to the notification in a timely manner.

Appendix A –Contractor Agreement

Appendix B – List of unallowable costs

APPENDICES

APPENDIX A

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Contractor agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of ____ GRANT # ____, CFDA # ____, as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Contractor shall act at all times in a professional manner consistent with the standards of the industry.

2. TERM OF AGREEMENT: The term of the Agreement shall begin on (insert date) and shall continue in effect until (insert date), unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.

3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$ #####.00 (enter amount to be paid, either as a flat rate or hourly rate. You should also insert here the time schedule on which the consultant will be paid. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. Three invoices must be submitted as follows:

Invoice No. Amount Deliverable Due date
Invoice I
Invoice II
Invoice III

(insert time increment). (May be “monthly” or after completion of specific activities, etc. The fewer payment invoices to process the better and the more you can pay later the better!).

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 23 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

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

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

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

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

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

4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. **ASSIGNMENT:** Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.

6. **CONTINGENCY CLAUSE:** This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further

obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

7. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.

8. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.

9. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

10. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.

11. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

12. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.

13. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law's provisions).

14. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.

15. REMEDIES FOR MISTAKES: If work that is prepared by the Contractor contains errors or misinformation, the Contractor will correct error(s) within five business days. The Contractor will not charge NACCHO for the time it takes to rectify the situation.

16. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards), It is the Contractor's responsibility to understand and comply with all requirements set forth therein.

17. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Contractor will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to 2 CFR 200 Subpart C, Contractor will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F , Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing."

22. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.

23. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials

Attn: _____

[Name of Program Staff]

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

Washington, DC 20005

Tel. (202) _____

Fax (202) 783-1583

Email: _____@naccho.org

With a copy to:

National Association of County and City Health Officials

Attn: Ade Hutapea, LL.M., CFCM

Lead Contracts Administrator

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

Washington, DC 20005

Tel. (202) 507-4272

Fax (202) 783-1583

Email: ahutapea@naccho.org

FOR CONTRACTOR:

(Name and address of Contractor's Contract Officer or Designee, including telephone and fax.)

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO: CONTRACTOR:

By: _____ By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: Date: _____

Federal Tax ID No.:

DUNS No.: _____

APPENDIX B

Unallowable Cost Guidelines

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

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

rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.

- Reimbursement of pre-award costs generally is not allowed unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for
 - publicity or propaganda purposes,
 - for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities.

¹ Proxies are indirect measures of an outcome commonly used when direct measures of the outcome are unobservable and/or unavailable.