



## **Request for Applications**

### **Integrating Positive and Adverse Childhood Experiences into Pediatric Care (IPACE): Academic Detailing Pilot Project**

**Date of release: March 31, 2022**

**\*Applications are due by 5:00 pm Eastern Time on May 2, 2022\***

## Summary Information

**Project Title:** Integrating Positive and Adverse Childhood Experiences into Pediatric Care (IPACE): Academic Detailing Pilot Project

**Proposal Due Date and Time:** May 2<sup>nd</sup>, 2022 at 5:00 pm E.T.

**Selection Announcement Date:** On or around May 12<sup>th</sup>, 2022

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

**NOA Award No.:** NU38OT000306

**Maximum Funding Amount:** Up to \$80,000 per site

**Estimated Period of Performance:** Upon execution of the contract – February 28, 2023

**Point of Contact for Questions Regarding this Application:** Amie Myrick, Sr. Program Analyst, Injury and Violence Prevention ([amyrick@naccho.org](mailto:amyrick@naccho.org))

## 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.

## Background

Adverse childhood experiences, often referred to as ACEs, are preventable, potentially traumatic events that occur in childhood (0-17 years) such as neglect, experiencing or witnessing violence, and having a family member attempt or die by suicide. ACEs also include aspects of a child's environment that can undermine their sense of safety, stability, and bonding, such as growing up in a household with substance use, mental health conditions or instability due to parental separation or incarceration of a parent, sibling or other member of the household<sup>1,2</sup>. These examples do not comprise an exhaustive list of childhood adversity, as there are other traumatic experiences that could impact health and wellbeing. These types of events may create toxic stress that can impact healthy brain development and increase risk for smoking, alcohol misuse and other substance use disorders (SUDs), depression, heart disease, and myriad other health outcomes including other chronic diseases, lower education and earnings potential, premature death, and other high-risk behaviors.<sup>3</sup>

While ACEs can contribute to negative lifelong health and social consequences, positive childhood experiences (PCEs) also profoundly affect health and development, potentially preventing or buffering against toxic stress created by adverse experiences.<sup>4</sup> A focus on PCEs represents “a paradigm shift in how communities see and talk about the positive experiences that support children's growth and development into healthy, resilient adults”.<sup>5</sup>

Academic detailing is an established technique that has been shown to change behavior of providers.<sup>1</sup> The technique uses on-on-one interactions between an academic detailer and a provider, establishing a relationship in which the detailer shares up to date and accurate information that can benefit patients. Academic detailing has been demonstrated to be an effective method of changing the behavior of pediatric providers in a variety of clinical areas, including teaching pediatricians about suspected child abuse and neglect<sup>6</sup>. This pilot aims to determine whether academic detailers and detailing sessions can assist pediatricians in identifying, celebrating, and promoting positive childhood experiences that contribute to mental and physical health without stigma or labeling by asking questions, actively listening, assessing situations and signs of mental health problems, and referring families to resources and services when desired.

## Project Overview

This project aims to identify and to support teams to pilot materials for academic detailers that address ACEs and PCEs within the **pediatric care setting**.

Selected participants are expected to complete the following program goals (as outlined in the SOW below):

- 1) Participate in a kick-off call and training on identified key messages, ACEs/PCEs, and project evaluation.
- 2) Identify detailers within the agency's academic detailing program for participation in this pilot.
- 3) Recruit 10 pediatric providers in the local community for participation in pilot. Participation will involve three academic detailing visits per provider.
- 4) Develop local resource guide for clinicians to provide to parents to support increase PCEs and to prevent or mitigate ACEs
- 5) Participate in all technical assistance (TA) calls, data collection and evaluation activities.

As part of this program, the selected participants will receive,

- 1) Materials for academic detailing including resources that describe key messages, facilitators and barriers and associated materials. These were developed by a team of subject matter experts, including the National Resource Center for Academic Detailing (NaRCAD <https://www.narcad.org/>), CDC, and Tufts Children's Hospital.
- 2) Technical assistance and virtual training to expand their current academic detailing programs to include the Integrating Positive and Adverse Childhood Experiences into Pediatric Care (IPACE) Pilot Project.
  - a. TA and training will include ACE- and PCE-specific messaging tools, field and e-visit support, resource identification, and evaluation.
  - b. Data collection support including provider recruitment tracking, visit tracking and feedback. Access an example of the provider visit tracking tool [here](#).

Funding for this RFA is supported by the CDC cooperative agreement 5 NU38OT000306-03-00 titled *Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health*.

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<sup>1</sup> Liebschutz, J.M., Xuan, Z., Shanahan, C.W., et al. (2017). Improving adherence to long-term opioid therapy guidelines to reduce opioid misuse in primary care: A cluster-randomized clinical trial. *JAMA Internal Medicine*, 177(9), 1265-72.

## Description and Availability of Funds

With support from the Centers for Disease Control and Prevention (CDC), the National Association of County and City Health Officials (NACCHO) is pleased to offer a funding opportunity for the implementation of a pilot academic detailing program in pediatric settings to facilitate conversations about the impact of ACEs and PCEs. **Approximately five awards of up to \$80,000 each will be available.** Local or State Health Departments and other non-profit organization or academic institutions that currently have an active academic detailing program are eligible to apply. Project proposals must identify the existence of these programs and capacity to pilot an academic detailing project for pediatricians.

Selections will be made on or around May 12<sup>th</sup>, 2022, and the project period shall begin upon receipt of the Notice of Award through July 31, 2022. Contingent on CDC approving a no cost extension, the project may continue (with a contract modification) with an end date of February 28<sup>th</sup>, 2023. Applications must be submitted [here](#) no later than Monday May 2<sup>nd</sup>, 2022, by 5:00pm Eastern Time. Late submissions will not be accepted. **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 Applications (RFA). Applicants may pose individual questions to NACCHO at any point during the application process by emailing the Injury and Violence Prevention Team at [IVP@naccho.org](mailto:IVP@naccho.org).

## Eligibility and Contract Terms

This funding opportunity is open to all Local or State Health Departments or other organization/academic institutions who have

- a current academic detailing program with at least two trained and experienced academic detailers
- Relationships with pediatricians or pediatric providers' offices or health systems or a strategy for recruiting pediatricians (non-residents)
- Knowledge of local resources to support pediatric patients and families with identified ACEs or to support or enhance PCEs (participants must develop a local resource guide)

As part of the application, the contractor will be asked to verify that he/she has read NACCHO's standard contract language and has provided a copy to the individual with signing authority at your organization for advanced consideration. If you are an applicant from Florida or Texas, please contact NACCHO immediately for a copy of the standard contract for your state. Applicants should review all terms and conditions to determine whether they are appropriate for submitting a proposal.

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 **Monday April 18th, 2022 (3:00 - 4:00 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

Event	Date/Time
Informational Webinar	April 18 <sup>th</sup> , 2022 at 3:00 pm E.T.
Application Submission Deadline	May 2, 2022, at 5:00 pm ET
Award Notification Date	On or around May 12, 2022
Kick Off Webinar	Monday May 16 <sup>th</sup> , 2022 at 2:00pm ET
ACE/PCE Training	Thursday June 9 <sup>th</sup> , 2022 at 2:00pm ET (tentative); additional training TBD
Key Messages Training	June/July TBD
Evaluation Training	July TBD
End of Period of Performance	February 28 <sup>th</sup> , 2023

## Project Goals and Technical Requirements

NACCHO, CDC, and a team of consultants will serve as technical assistance providers for the selected sites. Over the 8-month contract period, sites will work with NACCHO and the consultants on the specific activities outlined below. A final SOW will be agreed upon after award acceptance by applicant.

### Scope of Work

1. **Kick-off Call and Recruitment** – Sites will attend a kick-off call with NACCHO and CDC to meet other sites and review the goals and expectations. After this call, sites will begin recruitment efforts for the pilot.
2. **Training Events**
  - a. **ACE/PCE Training** – Sites will participate up to five hours of training about adverse childhood experiences and positive childhood experiences, led by NACCHO and CDC.
  - b. **Key Messages Training** – Sites will participate in a one-hour training about the key messages for the academic detailing pilot. This training will be led by NACCHO and CDC.
  - c. **Evaluation Training** – Sites will participate in a one-hour training that reviews the evaluation materials for the pilot. This training will be led by an evaluation consultant.
3. **Monthly Calls**
  - a. **Peer to Peer Learning Calls** – Sites will participate in a monthly, one-hour peer learning call. The topics of these calls and learning objectives will be provided in advance of the calls.
  - b. **Individual Technical Assistance Calls** – Sites will participate in a monthly, one-hour TA call with NACCHO and CDC. The purpose of these calls will be to discuss progress towards goals, identify challenges, and provide additional materials to assist detailers in their work with pediatricians.
4. **Academic Detailing** – Sites will aim to provide three academic detailing visits to 10 providers in the local community (for a total of 30 visits).
  - a. Development and dissemination of a **local resource guide** to provide to pediatricians.
  - b. Development of a **project workflow** to ensure all aspects of the pilot are completed.
  - c. Participation with the project’s **evaluation materials** including provider visit tracking and feedback and provider feedback surveys.

5. **Evaluation Focus Group** – Towards the end of the pilot, academic detailer and program managers will participate in a focus group call with an evaluation consultant to share successes, challenges, and feedback on the pilot project.

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

Primary Task	Subtasks/Deliverable	Estimated Timeline	Payment Schedule				
Kick-Off Call and Recruitment	Attendance at kick-off call	May 2022	10% of funding	<b>Invoice #1</b> Due by or before June 30, 2022			
	Completion of Recruitment tracking form						
Training Events	Attendance at ACE/PCE training	June 2022					
	Attendance at Key Messages training						
Academic Detailing	Completion of a Local Resource Guide						
Training Events	Attendance at Evaluation training	July 2022			20% of funding	<b>Invoice #2</b> Due by or before July 31, 2022	
Monthly Calls	Attendance at peer-to-peer learning calls						
	Attendance at individual TA calls						
Academic Detailing	Completion of monthly progress report						
	Completion of evaluation forms connected with completed provider visits						
Monthly Calls	Attendance at peer-to-peer learning calls		August and September 2022	30% of funding			<b>Invoice #3</b> Due by or before October 31, 2022
	Attendance at individual TA calls						
Academic Detailing	Completion of monthly progress report						
	Completion of evaluation forms connected with completed provider visits						
Monthly Calls	Attendance at peer-to-peer learning calls	October, November, and December 2022			30% of funding	<b>Invoice #4</b> Due by or before January 31, 2023	
	Attendance at individual TA calls						
Academic Detailing	Completion of monthly progress report						
	Completion of evaluation forms connected with completed provider visits						
Monthly Calls	Attendance at peer-to-peer learning calls		January 2023	10% of funding			<b>Invoice #5</b> Due on or before February 28, 2023
	Attendance at individual TA calls						
Academic Detailing	Completion of Recruitment Tracking Form						
	Completion of evaluation forms for completed visits						
Evaluation Focus Group	Attendance and participation in focus group						

## Method of Payment

NACCHO will pay the selected sites 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 payment timeline and payment schedule if necessary.

## **Application Response Format and Selection Criteria**

### Application 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**
  - Statement of Need (500-word limit, 20%)
    - Describe the jurisdiction you serve.
    - Provide information about the burden of ACEs in your community.
  - Capacity and Experience (750-word limit, 30%)
    - Provide an overview of your current academic detailing program, including
      - number of full- and part-time staff.
      - the training detailers have received, including the organization who provided the training.
      - previous detailing on topics related to children, mental health, or adult health outcomes.
    - Describe your staff's knowledge of ACEs, PCEs, and childhood trauma and impacts on child, adult, and family outcomes.
    - Describe your engagement with pediatricians on academic detailing or other projects in the past.
    - Has your team ever engaged in virtual academic detailing?
    - Please confirm that you are available to attend the Kick-Off Call on Monday, May 16<sup>th</sup>, 2022.
  - Proposed Approach (1000-word limit, 40%)
    - Describe your proposed approach for an academic detailing pilot project with pediatric providers as the intended audience.
    - Describe your strategy for recruiting pediatric providers.
    - Describe the challenges you anticipate and how you plan to address them.
    - Include a brief description of the staff plan to implement the strategy and approach, including the process for ensuring the timely completion of deliverables.
    - Provide resumes or curriculum vitae of all key project staff, highlighting relevant knowledge, expertise/qualifications, and experience. These can be uploaded in the online application portal and will not be included in the word count.
  - Community Resources (500-word limit, 10%)
    - Describe your community's resources that could support this project and be a part of the resource guide.
    - Describe local organizations that could receive referrals from pediatricians.



- **Budget Proposal**

- Refer to the [budget template and instructions](#). Each complete application must also include a budget justification using the sample budget template. Each applicant may request up to \$80,000 to support project activities. Please note that the final budget amount cannot be changed after submission.
- 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
  - indirect costs 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. Per HHS requirements, funds awarded under this RFA are prohibited from being used to pay the direct salary of an individual at a rate more than current Federal Executive Schedule Level II salary cap. Please see Appendix B for a list of unallowable costs.
- **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, 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. We require a copy of your federally approved rate for our records. If your rate isn’t federally approved, please provide a signed letter on letterhead that provides a detailed breakdown and allocation for expenses incorporated as the indirect rate in your budget. Note: If your organization charges an indirect cost recovery rate greater than 10%, additional documentation will be required justifying the rate and showing a breakdown of what goes into the pool. If you use the 10% *de minimis* rate, no additional documentation is needed.
  - 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 on the online application portal:
  - Do you have prior experience in Federal Contracting?
  - Have you completed a Single Audit?
  - When researching contractors, vendors, or supplies was a reasonable inquiry used to ensure that contractors or vendors are compliant with Section 889 of the National Defense Authorization Act?

- **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: Proof of active registration with SAM.gov in accordance with active DUNS number
- Federally approved indirect/fringe rate or a signed letter on letterhead that provides a detailed breakdown and allocation for expenses incorporated as the indirect rate in your budget (as applicable)
- [FFATA data collection form \(as applicable\)](#)

### 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 (20%)
- Capacity and Experience (30%)
- Proposed Approach (40%)
- Community Resources (10%)

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 Integrating Positive and Adverse Childhood Experiences into Pediatric Care: Academic Detailing Pilot 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 health department/organization (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. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO by **May 2<sup>nd</sup>, 2022 at 5:00PM Eastern Time**. Submissions after this deadline will not be considered. **Please submit your application using NACCHO's online portal [here](#)**. The online portal will provide a confirmation message; 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 four domains of Statement of Need, Capacity and Experience, Proposed Approach, and Partnerships.

- b. Anticipated budget (template provided) and budget narrative.
- c. All completed attachments.
- 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, May 12<sup>th</sup>, 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

## 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 daily 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. Centers for Disease Control and Prevention (2019). *Preventing adverse childhood experiences: Leveraging the best available evidence*. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.
2. Felitti VJ, Anda RF, Nordenberg D, et al.(1998) Relationship of childhood abuse and household dysfunction to many of the leading causes of death in adults: The Adverse Childhood Experiences (ACE) study. *American Journal of Preventive Medicine*, 14:245-258.
3. Merrick MT, Ford DC, Ports KA, et al. (2019). Vital signs: Estimated proportion of adult health problems attributable to adverse childhood experiences and implications for prevention—25 States, 2015–2017. *Morbidity & Mortality Weekly Report*, 68(44):999.
4. Center for Disease Control and Prevention. (2021). Preventing adverse childhood experiences: Data to action (PACE:D2A) webpage. Retrieved March 8, 2022, from <https://www.cdc.gov/violenceprevention/aces/preventingace-datatoaction.html>
5. Tufts Healthy Outcomes from Positive Experiences. Home webpage. Retrieved March 8, 2022, from <https://positiveexperience.org/>
6. Chandhok, L., & Morales, M. (2011). Using academic detailing to change child health service delivery in Connecticut: CHDI's EPIC Program. *IMPACT*. Retrieved March 25, 2022 from <https://www.chdi.org/index.php/publications/reports/impact-reports/using-academic-detailing-change-child-health-service-delivery-connecticut-chdis-epic-program>.