



## **Request for Proposals**

### **Strengthening ACEs and Substance Use Prevention Programming (SASPP) with HOPE Project**

**Date of release: October 27<sup>th</sup>, 2023**

**\*Applications are due by 5:00 pm Eastern Time on December 1<sup>st</sup>, 2023\***

## Summary Information

**Project Title:** Strengthening ACEs and Substance Use Prevention Programming with HOPE (SASPP) Project

**Application Due Date and Time:** December 1<sup>st</sup>, 2023, at 5:00 pm E.T.

**Selection Announcement Date:** On or around December 15<sup>th</sup>, 2023

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

**NOA Award No.:** 6 NU38OT000306-05-05

**Maximum Funding Amount:** Up to \$115,000 per site

**Estimated Period of Performance:** Upon execution of the contract – July 31, 2024

**Point of Contact for Questions Regarding this Application:** Injury and Violence Prevention Team ([ivp@naccho.org](mailto:ivp@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>1-4</sup> These examples do not comprise an exhaustive list of childhood adversity, as there are other potentially traumatic experiences that could impact health and wellbeing, such as racial discrimination, community violence, and bullying.<sup>5</sup> ACEs often occur together, can result in toxic stress, and are associated with a wide range of adverse behavioral, health, and social outcomes, including substance use, depression, overweight/obesity, lower education and earnings potential, and chronic diseases such as heart disease and cancer.<sup>6</sup>

ACEs, substance use, and overdose are connected in a cycle that affects individuals, families, and communities across generations.<sup>7,8</sup> As the number of ACEs increases, so too does a person's risk for a myriad of negative health and wellbeing outcomes including substance use.<sup>4</sup> ACEs are associated with a predisposition to substance use during adolescence and adulthood such as prescription opioid misuse,<sup>9,10</sup> marijuana and cocaine use,<sup>11</sup> and substance use disorder (SUD).<sup>12,13</sup> ACEs are also associated with overdose among adults with opioid use disorder (OUD).<sup>14</sup> Given that substance use in the home can lead to ACEs, preventing substance use and overdose among parents and caregivers may mitigate or prevent ACEs in the next generation.<sup>15</sup> Additionally, research has shown that substance use among parental figures or caregivers is a significant predictor of SUD among children and adolescents.<sup>16,17</sup>

Evidence-based strategies, programs, and practices are available to target both risk and protective factors associated with ACEs and health outcomes. The CDC's resource, [Adverse Childhood Experiences Prevention Resource for Action: A Compilation of the Best Available Evidence](#), outlines evidence-based programs and practices that communities can take to advance each of the six prevention strategies which include:

- Strengthen economic supports to families
- Promote social normal that protect against violence and adversity
- Ensure a strong start for children
- Teach skills
- Connect youth to caring adults and activities
- Intervene to lessen immediate and long-term harms

ACEs prevention strategies are often employed as upstream primary prevention for substance use and overdose, with programs employing such strategies having a demonstrated, direct impact on later substance use. For example, children who participate in the *Nurse Family Partnership Program (NFP)*, a home visiting program (i.e., *ensure a strong start for children*), have lower rates of substance use in adolescence<sup>18</sup> ACEs prevention programming can also address the intersection of ACEs, substance use, and overdose at the secondary and tertiary levels. In these cases, secondary prevention aims to identify persons at high risk for overdose while tertiary prevention involves managing SUD symptoms or diagnoses once present.<sup>19</sup> The *Strengthening Families Program 10-11* (i.e., *teach skills*) targets shared risk factors for substance use and ACEs and is associated with decreased youth substance use, including prescription opioid misuse.<sup>20</sup> ACEs prevention programming can also serve as secondary or tertiary prevention for substance use/overdose when the program's population of focus is at higher risk of substance use/overdose, such as a mentorship program that focuses on reaching youth at-risk for substance use.

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>21</sup> The Healthy Outcomes from Positive Experiences (HOPE) [framework](#) builds on existing knowledge about ACEs and trauma-informed care and aims to “shift how we see and talk about the positive experiences that support children’s growth and development into healthy, resilient adults”.<sup>22</sup> The [four building blocks of HOPE](#) identify key PCEs and the sources of those experiences and opportunities. They include relationships; safe, equitable environments; social and civic engagement; and emotional growth. Research supports a focus on the four building blocks of HOPE in work with youth and families to mitigate ACEs and support positive development.<sup>21,23</sup>

The four building blocks of HOPE align with the ACEs prevention strategies. For example, the building blocks of *relationships* and *social and civic engagement* intersect with the ACEs Prevention Strategy of *connecting youth to caring adults and activities*, as both emphasize connection to positive elements of the child’s community to mitigate adversity in the home. An evidence-based program that advances an ACEs prevention strategy can be further strengthened by integrating the HOPE framework into policies, protocols, organizational culture, and both internal and external communications. By taking steps to implement changes at the programmatic level that align with the HOPE framework, the program has the potential to not only prevent and reduce the harms of ACEs, substance use, and overdose, but also to enhance and develop key PCEs in the community and to broaden the program’s reach and impact.

## Project Overview

The Strengthening ACEs and Substance Use Prevention Programming (SASPP) project aims to support agencies or organizations who are currently implementing one of the following evidence-based programs outlined in [Adverse Childhood Experiences Prevention Resource for Action: A Compilation of the Best Available Evidence](#):

SASPP-Eligible Program	ACEs Prevention Strategy
<ul style="list-style-type: none"> <li>• <i>Green Dot</i></li> <li>• <i>Coaching Boys into Men</i></li> </ul>	Promote Social Norms that Protect Against Violence and Adversity
<ul style="list-style-type: none"> <li>• <i>Nurse Family Partnership Program</i></li> <li>• <i>Child Parent Centers</i></li> </ul>	Ensure a Strong Start for Children
<ul style="list-style-type: none"> <li>• <i>Dating Matters</i></li> <li>• <i>Safe Dates</i></li> <li>• <i>Fourth R</i></li> <li>• <i>The Incredible Years</i></li> <li>• <i>Strengthening Families 10-14</i></li> </ul>	Teach Skills
<ul style="list-style-type: none"> <li>• <i>Big Brothers, Big Sisters</i></li> <li>• <i>After School Matters</i></li> <li>• <i>Powerful Voices</i></li> </ul>	Connect Youth to Caring Adults and Activities
<ul style="list-style-type: none"> <li>• <i>Safe Environment for Every Kid (SEEK)</i></li> <li>• <i>Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)</i></li> <li>• <i>Multisystemic Therapy (MST)</i></li> </ul>	Intervene to Lessen Immediate and Long-term Harms

Agencies/organizations will receive funding to sustain and expand the existing evidence-based programming, complete training related to the HOPE framework, and engage in individualized technical assistance (TA) to infuse HOPE-informed policies and practices into their programming for high-risk families that are affected by substance use and/or overdose.

During the period of performance, selected agencies/organizations will be expected to:

- 1) Participate in a kick-off call
- 2) Complete the [HOPE and Substance Use Prevention, Intervention, and Treatment](#) online course
- 3) Identify one (1) individual to complete the training to become a [HOPE facilitator](#)
- 4) Complete a needs assessment with TA providers to identify specific goals to inform the development of an individualized TA plan
- 5) Participate in up to four (4) TA calls to support the integration of the HOPE framework into existing programming
- 6) Complete two (2) mid-project reports to provide program updates, reach, and implementation of TA provided
- 7) Complete an end-of-project TA evaluation
- 8) Complete an end-of-project report

Funding for this RFP is supported by the CDC cooperative agreement 6 NU38OT000306-05-05 titled *Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation’s Health*.

## 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 training funding opportunity for agencies/organizations to integrate the HOPE framework into their existing evidence-based ACEs or substance use prevention programming. **Up to seven awards of up to 115,000 each will be awarded.**

Selections will be made on or around December 15<sup>th</sup>, and the project period shall begin upon receipt of the Notice of Award through July 31, 2024. Applications must be submitted using NACCHO's online application [portal](#) no later than Friday, December 1<sup>st</sup> 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 Proposals (RFP). Applicants may pose individual questions to NACCHO at any point during the application process by emailing the Injury Violence and Prevention Team at [ivp@naccho.org](mailto:ivp@naccho.org).

## Eligibility and Contract Terms

This funding opportunity is open to all local health departments, states health departments, or community-based organizations who have an interest in integrating a positive childhood experience framework into existing ACEs and substance use prevention programming.

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 agency/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 on **Monday, November 6 from 2:00-3:00PM ET**. Register [here](#). Participants are encouraged to come with any questions they may have regarding this opportunity. The informational webinar recording will be posted on NACCHO's [OIVP webpage](#).

## Schedule of Events

Event	Date/Time
Informational Webinar	Monday, November 6, at 2:00 pm ET
Application Submission Deadline	Friday, December 1 <sup>st</sup> , at 5:00 pm ET
Award Notification Date	On or around December 15 <sup>th</sup>
Kick Off Webinar	Wednesday, January 10 <sup>th</sup> at 1:00 pm ET
End of Period of Performance	Wednesday, July 31 <sup>st</sup> , 2024

## Project Goals and Technical Requirements

NACCHO will serve as technical assistance providers for the selected sites. Over the 7-month contract period, sites will work with NACCHO on the specific activities outlined below. A final scope of work (SOW) will be agreed upon after award acceptance by applicant.

### Scope of Work

1. **Kick-off Call** – Sites will attend a kick-off call on **Wednesday, January 10<sup>th</sup> at 1:00pm ET** with NACCHO and CDC to meet other site and review the project goals and expectations. If the primary contact is unable to attend, they must send a designee in their place.
2. **HOPE and Substance Use Prevention, Intervention, and Treatment Course**– Site project teams will complete the [HOPE and Substance Use Prevention, Intervention, and Treatment](#) course. This asynchronous, online course provides an introduction to the HOPE Framework and outlines ways that the framework can be incorporate into a strengths-based holistic approach for substance use prevention, intervention, and treatment.
3. **Needs Assessment** – With support from NACCHO, sites will complete a needs assessment at the beginning of the project to identify specific areas of the existing program that can be adapted to align with the HOPE framework. Depending on the program, the needs assessment may include facilitated discussion, a written assessment, program document and protocol review, and/or virtual tour of the program space. The site and NACCHO TA provider will use the results of the needs assessment to collaboratively identify TA priorities for the project period in a detailed TA Plan.
4. **Individualized Technical Assistance (TA)** – Sites will participate in up to (4) TA calls with NACCHO TA providers throughout the project period of performance. The purpose of these calls will be to support sites’ development of an action plan toward integrating the HOPE framework and to implement the agreed-upon TA Plan.
5. **Mid-Project Reports**—Site will complete two (2) mid-project reports in March and May 2024 to detail relevant program updates, which may include updates on program reach, expansion efforts, program adaptations based on TA provided, and/or implementation of the HOPE framework.
6. **HOPE Train the Facilitator Certification** – Sites will each select two (2) individuals to complete the HOPE Facilitator Training. Individuals will choose from cohorts completing their virtual training between December 2023 and July 2024. Upon completing the training, participants will be equipped to deliver the Introduction to HOPE workshop and specifically tailor it to the community or sector of focus. This certification allows sites to further spread the core concepts of the HOPE framework among partners, community members, and program staff. The training consists of three, virtual, interactive sessions. **Sites should incorporate the HOPE Facilitator training costs (fee and staff time) into the sites’ proposed budget.** Information about this training is available on the [Certification Programs page](#) of the HOPE National Resource Center website.
7. **End-of-Project Evaluation** – Towards the end of the project, sites will complete an evaluation to provide feedback on technical assistance received and the project overall to help inform future project design.
8. **End-of-Project Report** – Agencies/organizations will complete a final project report that summarizes their project experience, implementation plan, and next steps.

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

Primary Task/Deliverable	Documentation	Estimated Timeline	Payment Schedule	
Kick-Off Call	Kick-Off Call Attendance Sheet	December 2023- January 2024	3%	<b>Invoice #1</b> due by or before February 15, 2024
HOPE and Substance Use Prevention, Intervention, and Treatment Course	Certificate of completion		5%	
Individualized Technical Assistance (TA)	Completed TA Session 1 pre-session worksheet		3.5%	
	Completed TA Session 1 post-session worksheet		3.5%	
Needs Assessment	Completed Needs Assessment template	February-April 2024	10%	<b>Invoice #2</b> due by or before May 15, 2024
Mid-Project Report	Completed mid-project report #1		15%	
Individualized Technical Assistance (TA)	Completed TA Session 2 pre-session worksheet		3.5%	
	Completed TA Session 2 post-session worksheet		3.5%	
	Completed TA Session 3 pre-session worksheet		3.5%	
	Completed TA Session 3 post-session worksheet	3.5%		
Mid-Project Report	Completed mid-project report #2	May- June 2024	15%	<b>Invoice #3</b> due by or before July 15, 2024
Individualized Technical Assistance (TA)	Completed TA Session 4 pre-session worksheet		3.5%	

	Completed TA Session 4 post-session worksheet		3.5%	
HOPE Train the Facilitator Certification	Certificate of Completion	July 2024	9%	<b>Invoice #4</b> due by or before July 31, 2024
End-of-Project Evaluation	Complete end-of-project TA evaluation		3%	
End-of-Project Report	Completed end-of-project report		12%	

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 total, 25%)*
    - *(350-word limit)* Describe the applying agency/organization and the jurisdiction it serves including the location and demographics of population served in your community. Provide information about the burden of ACEs and overdose in your community, including disproportionately affected populations that are/could be impacted by your program. Utilize local data collected by your agency/organization, partners, or other community entities (with sources cited) to describe:
      - The drug overdose and substance use burden on your jurisdiction, including prevalence of overdose or SUD-related mortality and morbidities
      - Statistics related to the prevalence of ACEs and/or PCEs. Proxy measures for childhood trauma or resilience are acceptable; please describe the source of your data
    - *(150-word limit)* Describe the unique strengths of your community.
  - *Current Work (1000-word limit total, 30%)*
    - Identify the existing evidence-based ACEs prevention program(s) your agency/organization currently offers from the list of eligible programs:
      - *Green Dot*
      - *Coaching Boys into Men*
      - *Nurse Family Partnership Program*
      - *Child Parent Centers*
      - *Dating Matters*
      - *Safe Dates*
      - *Fourth R*
      - *The Incredible Years*
      - *Strengthening Families 10-14*
      - *Big Brothers, Big Sisters*
      - *After School Matters*
      - *Powerful Voices*
      - *Safe Environment for Every Kid (SEEK)*
      - *Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)*
      - *Multisystemic Therapy (MST)*
    - Please identify the program you will focus on for the SASPP project.
    - *(400-word limit)* Describe the selected program's design, population(s) of focus and reach. Specifically,
      - What is the program's population of focus?
      - When did you begin offering this program?
      - Where does the program take place in the community?
      - Are there any partners involved and if so, who?

- How many participants have completed the program since its inception? This year? Is there currently a wait list for services?
  - Since beginning to offer the program, has the program expanded or been adapted? If so, how?
- (200-word limit) Explain how this program corresponds to the levels of prevention for substance use and overdose. I.e., is the program
  - **Primary prevention**- For example, a *Nurse Family Partnership* program that prevents ACEs and serves as upstream prevention for SU/overdose.
  - **Secondary prevention**- For example, a *Big Brother, Big Sister* program that focuses its reach to youth most at risk for substance use.
  - **Tertiary prevention**- For example, a *Strengthening Families 10-14* that is included as an offering for families of individuals in a substance use treatment program.
- (200-word limit) Do any of your current programs (the program identified for this proposal and/or other programs/services you offer) take a strengths-based approach or address positive childhood experiences? If so, how? Are they evidence-based?
  - (200-word limit) Describe your staff's knowledge of ACEs, PCEs, and childhood trauma and impacts on child, adult, and family outcomes.
  - Please confirm that you are available to attend the Kick-Off Call on Wednesday, January 10<sup>th</sup>, 2024.
- *Staffing Plan (500-word limit total, 15%)*
  - Provide an overview of the project team, including current full- and part-time agency/organization staff who will participate in project activities.
    - Please include names and relevant background of each team member who will be included.
    - Describe each team member's proposed roles within the project.
  - Describe any plans to create or fill new roles with this funding opportunity, including job description(s) for the position(s) if applicable. **Given the short-term nature of the project period and sustainability implications, NACCHO does not recommend using the funding to create new staffing.**
  - Resumes or curriculum vitae of the project team are welcome but not required.
- *Interest in Pursuing Funding (1000-word limit total, 30%)*
  - (300-word limit) What interests or motivates you to apply for this opportunity?
  - (300-word limit) Describe how you plan to use the funding to sustain and expand your program. If relevant, please include how an expansion might shift the program's level of SU/overdose prevention (primary, secondary, tertiary). Examples of relevant expansion efforts, include:
    - Expanding the program's reach
    - Piloting the program with a new population of focus (e.g., a population with higher risk of SU and/or overdose)
    - Offering expanded program/service hours
  - (200-word limit) What do you anticipate are the benefits to adapting your current program to align with the HOPE framework?

- (200-word limit) How would you like this project to benefit your community?
  - Please confirm that you have two (2) individuals from the agency/organization who will be available to participate in the HOPE facilitation training during the program.
- **Budget Proposal**
  - Refer to the [excel budget](#) and [budget narrative](#) templates. Each applicant may request up to \$ 115,000 to support project activities. Please note that the final budget amount cannot be changed after submission.
  - A complete [budget](#) is required for complete application submissions but will not be included in the scoring criteria. Preference will not be given to applicants that submit budgets under the full eligible amount. Revisions to the budget may be requested as a condition of award, and a final budget must be approved to proceed with contract execution. Budgets will be reviewed and approved based on:
    1. Reasonableness of costs
    2. Cost allowability
    3. Sufficient staffing to support program activities
    4. Sufficient justification of costs
  - **Please incorporate the HOPE Train the Facilitator Certification costs (fee and staff time) into your budget.** Additional items that may be included in the request for funds include, but are not limited to:
    - Staff salaries and fringe benefits
    - Subcontracts for participating partners
    - Supplies
    - Translation services
    - Indirect costs to support the completion of the deliverables within the project period
  - **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 agencies/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.
    - 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, estimated cost, and cost breakdown.

- Activities supported directly by project funding will be constrained by allowable costs under CDC guidelines. Funds may not be used for equipment purchases. Please see Appendix B for a list of unallowable costs.
  - 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
    - Required: [FFATA data collection form](#)
    - 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)
    - Optional: Letter of commitment from participating partner(s)

### 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 (25%)
- Current Work (30%)
- Staffing (15%)
- Interest in Pursuing Funding (30%)

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 Systems-Involved Families with HOPE (SSIF) Training Project should:

1. Review the requirements and expectations outlined in this RFP.
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 organizations 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 **December 1<sup>st</sup> at 5:00PM Eastern Time**. Submissions after this deadline will not be considered. **Please submit your application using NACCHO's online portal.** 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 six domains of Statement of Need, Current Work, Staffing, and Interest in Pursuing Funding.
  - 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 Monday, December 15<sup>th</sup>, 2023. 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

### List of Unallowable Activities and Expenditures

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 CDC determine applicant's proposed cost as unallowable. Restrictions that must be considered while planning the programs and writing the budget:

- Naloxone/Narcan, syringes, and pipes. Harm reduction and linkage to care activities are acceptable if they are not prohibited purchases.
- HIV/HCV/other STD/STI testing.
- Drug disposal. 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.
- Recipients may not use funds for research.
- If you wish to include incentives in your project, please include them in your budget and specify the type being requested (e.g. gift cards), along with a [justification form](#) for how this is necessary to support your project's goals in the budget narrative.
- Public safety activities that do not include clear overlap/collaboration with public health partner and objectives.
- Food and beverage requests 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 contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, 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 security 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. iii. 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

- Equipment costing over \$5,000 per individual item.
- Travel Costs – Hotel, meals and incidentals generally should not exceed 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

## References

1. Centers for Disease Control and Prevention. (2019). *Adverse Childhood Experiences (ACEs) prevention resource for action: A compilation of the best available evidence*. Atlanta, GA: National Center for Injury Prevention and Control, Centers for Disease Control and Prevention.
2. Felitti, V., Anda, R., Nordenberg, D., & al., e. (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. 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
4. Felitti, V., Anda, R., Nordenberg, D., Williamson, D., Spitz, A., Edwards, V., 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.
5. Ellis, W. R., & Dietz, W.H. (2017). A new framework for addressing adverse childhood and community experiences: The building community resilience model. *Academic pediatrics*, *17*(7), 86-93.  
<https://doi.org/10.1016/j.acap.2016.12.011>
6. Merrick, M. T., Ford, D. C., Ports, K. A., Guinn, A. S., Chen, J., Kleevens, J., 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.  
<https://doi.org/10.15585/mmwr.mm6844e1>
7. Chung, E. K., Nurmohamed, L., Mathew, L., Elo, I. T., Coyne, J. C., & Culhane, J. F. (2010). Risky health behaviors among mothers-to-be: The impact of adverse childhood experiences. *Academic pediatrics*, *10*(4), 245-251. <https://doi.org/10.1016/j.acap.2010.04.003>
8. Moss, H., Ge, S., Trager, E., & al., e. (2020). Risk for substance use disorders in young adulthood: Associations with developmental experiences of homelessness, foster care, and adverse childhood experiences. *Comprehensive Psychiatry*, *100*, 152-175.  
<https://doi.org/doi:https://doi.org/10.1016/j.comppsy.2020.152175>
9. Swedo, E. A., Sumner, S. A., de Fijter, S., Werhan, L., Norris, K., Beauregard, J. L., & al., e. (2020). Adolescent opioid misuse attributable to adverse childhood experiences. *The Journal of Pediatrics*, *224*, 102-109.  
<https://doi.org/10.1016/j.jpeds.2020.05.001>
10. Merrick, M., Ford, D., Haegerich, T., & Simon, T. (2020). Adverse childhood experiences increase risk for prescription opioid misuse. *The Journal of Primary Prevention*, *41*(2), 139-152.  
<https://doi.org/10.1007/s10935-020-00578-0>
11. Scheidell, J., Quinn, K., McGorray, S., Frueh, B., Beharie, N., Cottler, L., & Khan, M. (2018). Childhood traumatic experiences and the association with marijuana and cocaine use in adolescence through adulthood. *Addiction*, *113*(1), 44-56.
12. LeTendre, M., & Reed, M. (2017). The effect of adverse childhood experience on clinical diagnosis of a substance use disorder: Results of a nationally representative study. *Substance Use & Misuse*, *52*(6), 689-697. <https://doi.org/10.1080/10826084.2016.1253746>
13. Moss, H., Ge, S., Trager, E., Saavedra, M., Yau, M., Ijeaku, I., & Deas, D. (2020). Risk for substance use disorders in young adulthood: Associations with developmental experiences of homelessness, foster care, and adverse childhood experiences. *Comprehensive Psychiatry*, *100*, 152-175.  
<https://doi.org/10.1016/j.comppsy.2020.152175>

14. Stein, M., Conti, M., Kenney, S., Anderson, B., Flori, J., Risi, M., & Bailey, G. (2017). Adverse childhood experience effects on opioid use initiation, injection drug use, and overdose among persons with opioid use disorder. *Drug and Alcohol Dependence*, 179, 325-329. <https://doi.org/10.1016/j.drugalcdep.2017.07.007>
15. Gervin, D. W., Holland, K. M., Ottley, P. G., Holmes, G. M., Niolon, P. H., & Mercy, J. A. (2022). Centers for disease control and prevention investments in adverse childhood experience prevention efforts. *American Journal of Preventative Medicine*, 62(6), S1-S5. <https://doi.org/10.1016/j.amepre.2021.11.014>
16. Kerr, D., Tiberio, S., Capaldi, D., & Owen, L. (2020). Paternal and maternal prescription opioid use and misuse: General and specific risks for early adolescents' substance use. *Addictive Behaviors*, 103, 106248.
17. Jaaskelainen, M., Holmila, M., Notkola, I., & Raitasalo, K. (2016). Mental disorders and harmful substance use in children of substance abusing parents: A longitudinal register-based study on a complete birth cohort born in 1991. *Drug and Alcohol Review*, 35(6), 728-740. <https://doi.org/10.1111/dar.12417>
18. Olds, D. L., Henderson, C. R., Cole, R., Eckenrode, J., Kitzman, H., Luckey, D., et al. (1997). Long-term effects of Nurse Home Visitation on children's criminal and antisocial behavior: 15- year follow-up of a randomized control trial. *Journal of American Medical Association*, 280(14), 1238-1244.
19. VetoViolence. *Principles of Prevention Guide*. Retrieved August 7, 2023, from [https://vetoviolenecdc.gov/apps/pop/assets/pdfs/pop\\_notebook.pdf](https://vetoviolenecdc.gov/apps/pop/assets/pdfs/pop_notebook.pdf)
20. Spoth, R., Trudeau, L., Shin, C., Ralston, E., Redmond, C., Greenberg, M., & Feinberg, M. (2013). Longitudinal effects of universal preventive intervention on prescription drug misuse: three randomized controlled trials with late adolescents and young adults. *American Journal of Public Health*, 103(4), 665-672. <https://doi.org/10.2105/AJPH.2012.301209>
21. Bethell, C., Jones, J., Gombojav, N., Linkenbach, J., & Sege, R. (2019). Positive childhood experiences and adult mental and relational health in a statewide sample: Associations across adverse childhood experiences levels. *Journal of American Medical Association Pediatrics*, 173(11). <https://doi.org/10.1001/jamapediatrics.2019.3007>
22. Healthy outcomes from positive experiences webpage. Retrieved October 12, 2023, from <https://positiveexperience.org/>
23. Guo, S., O'Connor, M., Mensah, F., Olsson, C. A., Goldfield, S., Lacey, R. E., et al. (2022). Measuring positive childhood experiences: Testing the structural and predictive validity of the health outcomes from positive experiences (HOPE) framework. *Academic pediatrics*, 22(6), 942-951. <https://doi.org/10.1016/j.acap.2021.11.003>