



REQUEST FOR PROPOSAL

Environmental Scan and Gap Analysis of Comprehensive Community Approaches Preventing Substance Use and Adverse Childhood Experiences

Date of release: December 5, 2022

Applications are due by 5 pm E.T. on January 16, 2023

Summary Information

Project Title: Environmental Scan and Gap Analysis of Comprehensive Community Approaches Preventing Substance Use and Adverse Childhood Experiences

Application Due Date and Time: January 16th, 2023, by 5:00pm ET

Selection Announcement Date: On or around January 23rd, 2023

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

NOA Award No.: 6 NU38OT000306-05-01

Estimated Period of Performance: January 2023 – July 2023

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

Special Condition of this Award: see Appendix A and B

Overview

The National Association of County and City Health Officials (NACCHO) is seeking a consultant to engage in the process of gathering information to better understand the current landscape of work being done by communities to address the intersection of substance use, overdose, and adverse childhood experiences (ACEs). The consultant will:

1. Conduct a national-level environmental scan of current programming, resources, and examples of communities who are implementing evidence-based approaches to address the intersection of substance use and ACEs.
2. Complete a national-level gap analysis to better understand the challenges and needs of communities wishing to address the intersection of substance use and ACEs in their programming and planning.

Background

NACCHO is a membership association representing the nearly 3,000 LHDs across the United States. NACCHO's vision is health, equity, and security for all people in their communities through public health policies and services. NACCHO's mission is to improve the health of communities by strengthening and advocating for LHDs. Since its inception, NACCHO has sought to improve the public's health while adhering to a set of core values: equity, excellence, participation, respect, integrity, leadership, science & innovation. For more information on NACCHO, please visit www.naccho.org

Overdose and substance use are linked in a cycle that affects individuals, families, and communities across generations. In 2020, drug overdose led to 92,183 deaths, and the impact of those deaths as well as non-fatal substance use is pervasive.¹ Substance use in the home can lead to parental incarceration, neglect, violence and other potentially traumatic experiences. 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.^{2,3} These examples do not comprise an exhaustive list of childhood adversity, as there are other traumatic experiences that could impact health and wellbeing. Research has also found similar relationships between adverse outcomes and other forms of childhood trauma or adversity, such as racial discrimination, community violence, foster care placement, and bullying. 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.⁴ The implementation of evidence-based individual, community, and societal approaches to prevent or mitigate ACEs can build resilience, increase the presence of positive childhood experiences (PCEs), prevent future ACEs, and mitigate harm in individuals who have already experienced ACEs or other potentially traumatizing events.

ACEs are associated with a predisposition to substance use during adolescence and adulthood, including prescription opioid misuse,^{5,6} marijuana and cocaine use,⁷ and substance use disorder (SUD).^{8,9} ACEs are also associated with overdose among adults with opioid use disorder (OUD)¹⁰. Research has also shown that substance use among parental figures or caregivers is a significant predictor of SUD among children and adolescents.^{11, 12} Research has also shown that substance among parents or caregivers is a significant predictor of SUD among children and adolescents, highlighting the need for interventions that target both parents and children^{13, 14}. Prevention of ACEs through SUD and overdose prevention, treatment and response is essential to breaking the intergenerational cycles and provides an opportunity to concurrently support people who use drugs and their families.

Recognition of the link between ACE-related trauma and substance use has led to the development and implementation of programs across multiple sectors. These programs simultaneously aim to reduce risk factors for both substance use, overdose, ACEs, and related harms across the social ecology. One upstream approach to substance use and overdose prevention is the implementation of ACEs mitigation programs that both moderate, mitigate the impact of, and prevent ACEs through multi-generation approaches.

NACCHO's Comprehensive Community Approaches to Substance Use (CCAPS) program provides funding and technical assistance to support the implementation or expansion of programs that prevent substance use disorders or overdose that also have the potential to simultaneously prevent ACEs within the selected communities and populations of focus. The eight (8) currently awarded [sites](#) are using a multi-generational approach to address these issues with a focus on groups that have been marginalized or disproportionately affected populations.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity to better understand (1) existing programming and resources that currently exist to address this intersection and (2) challenges and needs that prevent more communities from addressing the intersection in their work.

Eligibility and Contract Terms

The project period shall begin upon both parties' full execution of the contract and will end July 31, 2023.

NACCHO will select and fund one (1) award through this Request for Proposals (RFP). This will be a fixed-price, deliverables-based consultant contract. The consultant may work with other consultants or firms to complete the work. However, NACCHO will only contract with and provide funds to one (1) consultant.

Selected applicants will enter into an agreement with NACCHO using the NACCHO standard contract (terms and conditions) attached as Appendix A below. Agreement with majority of NACCHO standard contract terms and conditions is a requirement and as part of the application, the

contractor will be asked to verify that he has read NACCHO's standard contract language and confirmed in agreement with the terms and conditions.

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

Scope of Work

While applicants should propose their own approach to the project activities, at a minimum, the consultant will:

- Participate in a kick-off call with NACCHO within 15 days of notice of award
- Conduct an Environmental Scan, including, but not limited to:
 - Developing new and/or refining existing tools and/or questions to be included in the materials use for the environmental scan
 - Reviewing existing publications, reviews, materials that relate to the evaluation questions
 - Gathering information about programs throughout the country
 - Gathering information about communities throughout the country
- Provide a report outlining the findings of the Environmental Scan.
- Conduct a Gap Analysis of the needs of programs interested in addressing the intersection of substance use and ACEs, including but not limited to:
 - Understanding trends of the communities who are engaging in programming that addresses the intersection of substance use and ACEs, for example
 - i. What leads to the development of programming
 - ii. How evidence-based strategies for substance use and ACEs are being adapted and used. Applicants are also encouraged to review [Evidence-Based Strategies for Preventing Opioid Overdose: What's Working in the United States](#) and [Preventing Adverse Childhood Experiences \(ACEs\): Leveraging the Best Available Evidence](#), for guiding principles and a general overview of current best practices.
 - iii. Identified challenges associated with addressing substance use and ACEs simultaneously
 - iv. What challenges exist and how these impact programming
 - Identifying the needs and limitations of communities who have just recently begun engaging in programming that addresses the intersection of substance use and ACEs.
- Develop a report that outlines
 - the findings of the gap analysis
 - recommendations for communities interested in implementing programming that addresses both substance use and ACEs.

NACCHO staff will oversee the contract and serve as the contact for the consultant. Other responsibilities include:

- Providing background information, as appropriate.

- Reviewing all materials in draft form and recommending revisions.

The selected consultant will enter into a contractual agreement with NACCHO to complete the deliverables specified above. NACCHO will disburse funds according to the completion of the assigned deliverables. After award, NACCHO will provide a final payment schedule in accordance with the schedule of deliverables and proposed budget. Please note: NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.

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

Primary Task/Deliverable	Documentation	Estimated Timeline	Payment Schedule
1. Kick-Off Call	Attendance at initial consultation call	January – February 2023	Invoice #1 due by or before March 30 st , 2023
2. Environmental Scan and Gap Analysis Plan	Finalized environmental scan and gap analysis plan		
3. Environmental Scan	Data collected during environmental scan	February-April 2023	Invoice #2 due by or before June 30 th , 2023
	Preliminary environmental scan report		
4. Environmental Scan and Gap Analysis with Recommendations	Final report that incorporates preliminary environmental scan and gap analysis with recommendations	February-July 2023	Invoice #3 Due by or before August 31 st , 2023

Content Area Expertise

Through this RFP, NACCHO is seeking consultants with proven experience in conducting environmental scans and gap analyses at the community level. Topical knowledge in evidence-based strategies to prevent substance use, overdose, and ACEs is preferred. While NACCHO will contract directly with one consultant, the consultant may work with other consultants or firms with additional expertise needed to complete the work.

Proposal Response Format

Applications for this project will be evaluated by NACCHO. Incomplete applications will not be reviewed. To be considered for this project, proposals must be in PDF format, including the following:

- A. Project Narrative – not to exceed five (5) pages – that includes:
 - a. A description of the methodology proposed to meet each of the deliverables listed above.
 - b. A capability statement that demonstrates the consultant/organization’s experience and ability to complete the activities described.
 - c. A staffing plan with a description of any other consultants/firms that will be engaged on this project and their relevant expertise.

- B. Line-item budget and narrative:
 - a. Applicants should propose a reasonable budget for this work, based on the level of effort and expenses estimated to fulfill the deliverables.
 - b. Budget proposal and accompanying budget narrative that explains each line-item, including the cost breakdown and justification as to how it will support project goals and objectives. A budget and narrative template can be found in Section E Attachments.
 - c. Funding restrictions specified in the NOA are attached below as Appendix B. In addition, telecommunication expenses, food and beverages, and incentives require prior approval and may not be allowed.
- C. Project Deliverables and Timeline: A realistic work plan and timeline that includes expected deliverables to be completed over a six-month project period (approximately January 2023-July 2023).
- D. References and/or links to examples of work
- E. Attachments (not included in page count)
 - a. Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - b. Required: Complete and submit the [Vendor Information Form](#)
 - c. Required: Complete and submit the [Certification of Non-Debarment](#)
 - d. Required: Submit a [W-9](#)
 - e. Required: Proof of active registration with SAM.gov in accordance with active DUNS number
 - f. Required: Complete and submit the Federal Funding Accountability and Transparency Act (FFATA) [form](#).
 - g. Required: Resume(s) of staff involved in project

Submission Instructions

Applicants for the Environmental Scan and Gap Analysis of Comprehensive Community Approaches Preventing Substance Use and Adverse Childhood Experiences project should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO electronically, in PDF format, via e-mail to Amie Myrick, Senior Program Analyst, Overdose, Injury, & Violence Prevention (amyrick@naccho.org).
4. Submit the application to NACCHO by **January 16th, 2023, at 5:00pm ET**. Submissions after this deadline will not be considered. NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness.
5. The submitted application must include the following items to be deemed complete:

- Project Narrative
- Anticipated [budget](#) (template provided) and [budget narrative](#).
- Project Deliverables and Timeline
- System for Award Management (SAM) number and DUNS 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.**
- [Vendor Information Form](#)
- [Certification of Non-Debarment](#)
- [W-9](#)
- [Federal Funding Accountability and Transparency Act \(FFATA\) form](#)
- Resume(s) of staff involved in project

Selection Process

Each proposal will be reviewed and rated on the following elements:

- **Understanding of Project Purpose and Goals (20%):** Applicant has a clear understanding of the project goals and deliverables.
- **Relevant Personnel Experience (30%):** Applicant has clearly documented evidence of his/her (and that of the proposed project staff) subject matter expertise and experience in the proposed content areas.
- **Proposed Approach (30%):** The proposal includes a clear, feasible, and appropriate plan to effectively meet the goals and deliverables of the project. The proposal includes a reasonable timeline with all deliverables completed within the project period.
- **Budget (20%):** The proposal includes a detailed, line-item budget justifying the proposed expenses, and the expenses are appropriate for the purposes of the deliverables.

Appendix A – Subaward Agreement

Appendix B – List of unallowable costs

APPENDICES

APPENDIX A

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

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

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

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

Invoice No. Amount Deliverable Due date

Invoice I

Invoice II

Invoice III

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

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-

paid first class mail, at the address for the giving of notices as set forth in Section 23 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

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

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

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

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

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

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

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

6. **CONTINGENCY CLAUSE:** This Agreement is subject to the terms of any agreement between NACCHO and its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NACCHO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NACCHO:

National Association of County and City

Health Officials
Attn: _____
[Name of Program Staff]
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) _____
Fax (202) 783-1583
Email: _____@naccho.org

With a copy to:

National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:
By: _____
Name: Jerome Chester
Title: Chief Financial Officer
Date:

CONTRACTOR:
By: _____
Name: _____
Title: _____
Date: _____
Federal Tax ID No.: _____
DUNS No.: _____

APPENDIX B

Unallowable Cost Guidelines

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

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

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

1. Ahmad F, Rossen L, Sutton P. Data from: Provisional drug overdose death counts. 2021. *National Center for Health Statistics*.
2. Preventing Adverse Childhood Experiences: Leveraging the Best Available Evidence (National Center for Injury Prevention and Control, Centers for Disease Control and Prevention) (2019).
3. Felitti VJ, Anda RF, Nordenberg D, et al. 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*. 1998;14:245-258.
4. Merrick MT, Ford DC, Ports KA, et al. 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*. 2019;68(44):999.
5. Swedo EA, Sumner SA, de Fijter S, et al. Adolescent Opioid Misuse Attributable to Adverse Childhood Experiences. 2020;
6. Merrick MT, Ford DC, Haegerich TM, Simon T. Adverse childhood experiences increase risk for prescription opioid misuse. *The Journal of Primary Prevention*. 2020:1-14.
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