



REQUEST FOR APPLICATION

Comprehensive Community Approaches Preventing Substance Use

Date of release: September 1, 2021

Applications are due by 5 pm E.T. on October 13, 2021

Background

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.

With support from the Centers for Disease Control and Prevention (CDC), the National Association of County and City Health Officials (NACCHO) is pleased to offer a funding opportunity to support the implementation of evidence-based approaches to prevent overdose, SUD, ACEs and other potentially traumatic events in the homes and families of those most at risk of overdose.

Funding Overview

NACCHO will select and fund up to seven (7) awards through this Request for Applications (RFA) in the form of a subaward, or cost reimbursement contract. Applicants may request up to \$450,000 to support project activities outlined in the application and crosscutting activities with CDC, NACCHO, and the other selected sites. The project period shall begin upon both parties' full execution of the contract and will end July 31, 2022. Contingent on CDC approving a no cost extension, the project may continue (with a contract modification) with an end date of July 31, 2023.

The ideal applicant will have a strong partnership with one or more community organizations (e.g., public health, behavioral health providers, school systems, foster care system, healthcare, public safety, first responders or health and human services). The applicant will take a collaborative approach to address people at risk for or with SUD and to reduce the incidence of SUD and drug overdose, thereby preventing and mitigating impact of ACEs for children and youth in the home. The goal is to provide support and funding for the **implementation or expansion of programs that prevent SUD or overdose and that also have the potential to simultaneously prevent ACEs within the selected communities and populations of focus. The ideal applicants will use a multigenerational approach with a focus on groups that have been marginalized or disproportionately affected populations, working to decrease substance use, SUD and overdose while simultaneously preventing ACEs in children and youth.**

Applications proposing research projects, including randomized controlled trials (RCTs), implementation or expansion of programs lacking a strong evidence base, and expansions that are aimed solely at increasing staff in a current program will not be considered for funding. Currently funded CCAPS projects are not eligible to apply.

Simultaneous Prevention of Substance Use, Overdose, and ACEs

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. Proposals should include a plan to implement an approach aimed at preventing SUD and overdose while simultaneously addressing ACE exposure among children and youth in the homes of the population at risk for SUD or overdose.

Programs must be evidence-based and should focus on youth, children, families, or adults that are at risk for SUD or overdose amongst groups that have been marginalized and disproportionately affected populations within the applicant's community. Established partnerships and planned as well as past collaboration should be included in the proposals. Innovative adaptations of evidence-based approaches to preventing and mitigating ACEs or SUD will be considered, and applicants are encouraged to adapt approaches to address health disparities, health equity or social determinants of health.

Expanding or adapting programs that focus on people who use drugs and overdose prevention

Applicants must include a program component that focuses on addressing SUD and overdose for members of the population of focus within the community (e.g., parents and caregivers at increased risk of SUD or overdose, in addition to populations disproportionately affected by SUD and overdose such as homeless, unemployed, older adults, adults with suicidal ideation/behavior, adults with a history of ACEs, persons who inject drugs).

The programs should fall into one or more of the following strategies:

1. **Establishing Linkages to Care** (e.g., establishing referral protocols to treatment or social determinant of health-related supports in emergency departments EDs for people who have a non-fatal overdose and/or request support; supporting outreach teams that follow up with individuals who have experienced an overdose event for referrals to services; providing

implementation support for Screening, Brief Intervention, and Referral to Treatment (SBIRT) and medications for opioid use disorder (MOUD) programs.

2. **Providers and Health Systems Support** (e.g., providing academic detailing for providers on ACEs (adult and/or pediatric), implementing evidence-based prescribing guidelines/order sets for physicians in clinics and EDs; developing and implementing Plans of Safe Care for infants at risk for neonatal opioid withdrawal syndrome)
3. **Partnerships with Public Safety and First Responders** (e.g., implementing post-overdose outreach programs among EMS/Fire/Police; conducting trauma-informed trainings for first responders and public safety personnel that interact with children/schools; implementing diversion programs in jails and/or drug courts; providing opioid overdose education and naloxone distribution among justice-involved populations)
4. **Empowering Individuals to Make Safer Choices** (e.g., implementing communication/awareness/anti-stigma campaigns among youth, parents, and families at risk for overdose/SUD; providing education and naloxone in areas with high incidence of overdoses; disseminating harm reduction materials to people who use drugs; connecting youth at risk for SUD initiation, trauma, or ACEs to caring adults who can serve as positive role models to increase resiliency and PCEs)

Applicants are also encouraged to review [Evidence-Based Strategies for Preventing Opioid Overdose: What's Working in the United States](#) for guiding principles and a general overview of current best practices. For this funding opportunity, applicants should describe how their program's strategies could potentially impact or address childhood trauma in the population(s) of focus.

Applicants should reference the CDC-developed resource, [Preventing Adverse Childhood Experiences \(ACEs\): Leveraging the Best Available Evidence](#), which can help states and communities use the best available evidence to prevent ACEs from occurring, as well as lessen harms when ACEs do occur. This resource features six strategies drawn from the [CDC Technical Packages to Prevent Violence](#). **Where possible, applicants are encouraged to consider implementing evidence-based ACEs prevention programs, policies, and practices highlighted in these resources, as some of these programs, policies, and practices either have already demonstrated impact on substance use prevention or may theoretically impact substance use, SUD, and overdose.** The identified strategies and examples include:

1. **Strengthen economic supports to families** (e.g., family-friendly work policies such as paid leave and flexible and consistent work schedules may decrease the likelihood of unemployment; unemployment can lead to low self-esteem and depression, which is a risk factor for SUD)
2. **Promote social norms that protect against violence and adversity** (e.g., programs that involve coaches, mentors, and teachers to promote healthy relationships also decrease dating violence and potentially violence in the home; witnessing violence in the home or community is a risk factor for SUD)
3. **Ensure a strong start for children** (e.g., programs could include home visiting programs for people with known SUD or risk for overdose)
4. **Teach skills** (e.g., teaching skills through an evidence-based parenting program for people with or at risk for SUD or overdose to decrease substance use while improving sensitivity, reciprocity, and/or parenting practices with children)
5. **Connect youth to caring adults and activities** (e.g., positive childhood experiences that promote resiliency, mitigate the effects of an unstable or unsafe home environment, and may decrease risk for SUD and overdose include having at least one positive, non-parent in adult in one's life)

6. **Intervene to lessen immediate and long-term harms** (e.g., trauma-informed care training and implementation support for SUD treatment or harm reduction center staff to decrease the likelihood of a child or youth being exposed to substance use in the home and subsequent substance use initiation).

For this funding opportunity, applicants must articulate which of the above strategies will be addressed in the proposed project and how these programs can simultaneously prevent or reduce risk for SUD or overdose.

This funding opportunity will support collaboration amongst organizations that are focusing their work on groups that have been marginalized and disproportionately affected by implementing evidence-based programs to prevent SUD, overdose, and related ACEs.

Applicants may include work by established partners. Activities from all organizations represented in the application should be included in the project narrative and logic model. Potential partners include public safety, public health, schools (or school system), foster care system, child reunification programs, parenting programs, behavioral health care providers, harm reduction centers, women's health care/prenatal care providers, peer supporters/navigators, justice system personnel, jails or prisons, SUD treatment providers, MOUD providers, and post-overdose outreach teams.

Applicants receiving other CDC funding for ACEs or overdose prevention (e.g., Preventing Adverse Childhood Experiences: Data to Action, Essentials for Childhood, Resilience Catalysts in Public Health, Overdose Data to Action, Drug Free Communities, etc.) should align and collaborate, as appropriate, with state/local jurisdictions.

Eligibility and Contract Terms

This funding opportunity is open to all jurisdictions that will **implement or expand programs that prevent SUD or overdose and have the potential to simultaneously prevent ACEs within the selected communities and populations of focus**. Any partnerships required for program success must be established and a letter of support is required from any organization reflected in the project narrative.

The application should meet the following requirements:

- The applicant must be a nonprofit 501 (c)(3) organization or a governmental entity.
- The applicant must be able to describe the known substance use, overdose, as well as ACE or trauma burden in the community using available jurisdiction data (e.g., the ACE module in the State's Behavioral Risk Factor Surveillance System (BRFSS)) or another proxy.
- The applicant must describe the component of their work that focuses on people at risk for SUD or overdose and describe the strategy for overdose prevention that the component addresses as well as how this strategy will prevent ACEs or other potentially traumatic events.
- The applicant must describe the ACEs prevention strategy that their program falls under and how it also affects substance use, substance use disorder or overdose.
- The applicant must have experience in federal contracting and have completed a [Single Audit](#). If Single Audit does not apply to the applicant, please provide an explanation, and fill out the Certification Regarding Non-Applicability of Audit Requirement.
- The applicant must complete a Risk Assessment Form.
- The applicant will adhere to NACCHO's standard contract language and be able to sign and return the contract to NACCHO within approximately 30 days of receipt.

Selected applicants will be required to identify and designate an agency to enter a contract with NACCHO, to serve as a fiscal agent for the project and to submit the deliverables specified in the contract. Read the standard contract language (Appendix A) for more information. NACCHO has a specific contract template as approved by the State's General Counsel for applicants from State of FL and TX. As part of the application, the contractor/organization will be asked to verify that they have read NACCHO's standard contract language and have provided a copy to the individual with signing authority at your organization for advanced consideration. Do not sign and return at the time of application.

NACCHO invites interested applicants to participate in an informational webinar. Register [here](#). Participants are encouraged to come with any questions they may have regarding this opportunity. The webinar will take place on **Wednesday September 15, 2021 (4:00 - 5:00 PM ET)**. This webinar will be recorded and will be accompanied by an FAQ document that will cover all questions received to date.

All questions should be sent via email to IVP@naccho.org and will be reviewed in consultation with CDC staff.

Project Expectations and Requirements

NACCHO and CDC will serve as technical assistance providers for the selected communities. This includes support linking to existing CDC efforts in the state or region and with other health departments or communities doing similar activities. NACCHO will also assign a project administrative liaison to provide contractual oversight for the project (e.g., establishing contracts with local health departments or other entities, invoicing and payments, final reports from each site to capture facilitators, barriers, and best practices). The selected applicant will be required to conduct specific activities (specified below) in addition to developing and implementing a work plan. A scope of work template (SOW) is attached as Appendix C. A final SOW and work plan will be agreed upon after award acceptance by applicant.

Application

Applicants 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 by **October 13, 2021, at 5:00pm ET**. Submissions after this deadline will not be considered. Please submit your application using NACCHO's online portal [here](#). NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness. Please note that to gain access to the submission portal, applicants will need to create a NACCHO.org account if they do not already have one.
4. The application must include the following items to be deemed complete:
 - o Narrative that addresses the four domains described below: Statement of Need, Strategy and Approach, Partnerships, and Demonstrated and Potential Impact (Logic Model)
 - o Budget (template provided) and budget narrative (no more than one page)
 - o Completed attachments, including a risk assessment form.

- 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.

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%)
- Strategy and Approach (30%)
- Partnerships (15%)
- Potential Impact (25%)
- Budget (5%)

All applications will be evaluated for scientific and technical merit through a peer review system. Applications must include information about (1) a clearly defined substance use, SUD, or overdose prevention strategy that has the potential to simultaneously prevent ACEs (2) describe implementation of an evidence-based ACE prevention program and how it can prevent substance use, SUD, or overdose. Applications missing this information may not be forwarded for full panel peer review and will not be recommended for funding consideration.

The following will be considered in making funding recommendations:

- Scientific and technical merit of the proposed project as determined by scientific peer review
- Availability of funds
- Match between the goals outlined in the funding overview and program proposed

Applications should include:

A. Project Narrative

- **Statement of Need**
 - Describe the characteristics of the jurisdiction and populations of focus for your program including:
 - The prevalence of overdose or SUD-related mortality and morbidities, ACEs or PCEs in your population of focus including data sources and collection methods. Proxy measures for childhood trauma or resilience are acceptable; please describe the source of your data.
 - How your program is addressing members of the community that have been marginalized, defined as communities excluded from mainstream social, economic, educational, and/or cultural life. Examples include but are not limited to Black/African American, Hispanic/Latinx, American Indian and Alaskan Native populations; members of the LGBTQ+ community, and/or language diverse populations.
 - The disproportionately affected populations that will be impacted by your program. This could include children and families made up of people who are experiencing

homelessness or unemployment, older adults, adults with suicidal ideation/behavior, adults with a history of ACEs, persons recently released from jail or prison, or persons who inject drugs.

- How health disparities and social determinants of health are considered in the development, implementation, and evaluation of program-specific efforts.
- How your program uses culturally appropriate prevention messages, strategies, and interventions that are tailored for the applicant's community.

- **Strategy and Approach**
 - Describe how your program focuses on populations that are disproportionately affected by substance use, SUD, overdose, or childhood trauma.
 - Describe your program's proposed objectives and goals. These should include the way in which your program plans to address SUD and overdose prevention ACE prevention, ACE mitigation, simultaneously. Describe how this funding will impact the organization's ability to address these objectives and goals.
 - Describe the current evidence-based programs you are implementing for your child, youth and/or adult population at risk for SUD, overdose, ACEs or other trauma. Describe how the program is implemented with fidelity or has been adapted to address your community's needs. If applicable, explain the nature and reasoning for these adaptations and any outcomes your organization has observed since the adaptation. Ensure that the theoretical simultaneously achieved outcomes are clear in your logic model.
 - Explain how your organization or program is currently addressing SUD and how you plan to do so in the future. Describe the SUD or overdose prevention strategy or strategies that your program includes and describe the population of focus and how, in the population of focus, ACEs will be prevented or mitigated.
 - Identify which of the six proposed strategies for reducing and mitigating the impact of ACEs best describes your program's goals and objectives ([Preventing Adverse Childhood Experiences \(cdc.gov\)](https://www.cdc.gov/ncj210124/docs/1/50701main.pdf)) and how this strategy also addresses SUD or overdose.
 - Describe any plans for adaptations to or expansion of current evidence-based programs that you are interested in pursuing with these funds and how they are informed by community need and local data, including health disparities and health inequities.

- **Partnerships**
 - Describe the role of each partner and how they work together to plan and implement program(s). Describe additional community partnerships that will be involved in this effort.
 - If applicable, describe collaboration with partners receiving other CDC funding for ACEs or overdose prevention (e.g., Preventing Adverse Childhood Experiences: Data to Action, Essentials for Childhood, Resilience Catalysts in Public Health, Overdose Data to Action, Drug Free Communities, etc.) and how activities or programs will align and collaborate.
 - Describe how you have used input from program participants and/or community partners or community members to inform your programs and services.
 - Include three (3) letters of support from partners. These letters should outline the relationship between the applicant and the partnering program, as well as the role of the partner in the proposed project.

- **Impact**
 - Using the logic model [template](#) provided, describe the short-, intermediate-, and long-term outcomes you intend to achieve with this project.
 - Describe demonstrated outcomes and impact from past or current relevant projects.
 - Please refer to the [Logic Model Quick Guide](#) for more information.

B. Budget and Budget Justification

- Refer to the [budget template and instructions](#). The purpose of the line-item budget is to demonstrate that the applicant has considered appropriate funding needed to accomplish the proposed work. The budget should span 18 months with the understanding that the project will end on July 31, 2023. All federal regulations included in [45 CFR 75](#) will be mandated for awardees. Non-allowable expenses are listed in Appendix B.
- **Include a budget narrative** (one page or less, not included in page count) to explain each line-item and how the amounts were derived. See detailed guidance below.
 - For all applications, at least 20% of the budget must stay with the applying entity to ensure adequate resources for project management, participation in learning community, TA, evaluation, and administrative meetings. The goal of 20% is to support internal capacity building for the organizations implementing these programs.
 - Describe your process for contract approval.
 - Personnel: List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct.
 - Fringe Benefits: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc.
 - Travel: Specify the purpose and details of the travel.
 - Supplies: Identify supplies in the detailed budget and the intended use for these supplies (i.e., what activities will the supplies support).
 - Contractual: Identify each proposed contract and specify its purpose and estimated cost.
 - Respond to the following three questions at the end of the budget narrative:
 - Do you have prior experience in Federal Contracting?
 - Have you completed a Single Audit?
 - When researching contractors or vendors, was a reasonable inquiry used to ensure that contractors or vendors are compliant with Section 889 of the National Defense Authorization Act?

C. Additional Required Information

- Copy of all key personnel C.V.s, highlighting relevant knowledge, skills, and abilities
- W-9 Form
- Completed Certification of Non-Debarment,
- Completed Certification Regarding Lobbying with Federally Appropriated Funds
- At least one (1) Letter of Support from any partner organization that is reflected in the project narrative
- Proof of active SAM.gov registration
- Completed Risk Assessment Form
- As applicable: Certification regarding Non-Applicability of Audit Requirement
- As applicable: Completed FFATA data collection form. *(This form will be required for all contracts over \$25,000, but if you are not able to complete the form in time for the*

application deadline, this form can be submitted up to three weeks after the application deadline.)

Applicants will be notified of their selection status by e-mail to the project point of contact on or around **December 7th, 2021**. 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.

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

Attachments

Please find below links to additional information, forms, and resources. These are also linked inside the application website to download and complete.

- [Budget](#)
- [Logic Model](#)
- Vendor Information Form – [Form](#)
- W-9 – [Form](#)
- Certification of Non-Debarment - [Form](#)
- Certification Regarding Lobbying with Federally Appropriated Funds - [Form](#)
- Certification regarding Non-Applicability of Audit Requirement (as applicable) - [Form](#)
- FFATA Form (as applicable) - [Form](#)
- Risk Assessment Form - [Form](#)
- Proof of SAM.gov registration

Appendix A – Subaward Agreement

Appendix B – List of unallowable costs

Appendix C – Draft Scope of Work

APPENDICES

APPENDIX A – Subaward Agreement

SUBAWARD AGREEMENT

This Contractual 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 Subrecipient]* (hereinafter referred to as “Subrecipient”), with its principal place of business at *[insert mailing address of Subrecipient]*.

WHEREAS, NACCHO wishes to hire Subrecipient to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant; and

WHEREAS, Subrecipient wishes to perform such services for NACCHO, and

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:** Subrecipient 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. Subrecipient 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 services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to \$ ##### *(enter amount to be reimbursed. You should also insert here the time schedule on which the Subrecipient will be paid.)* Eligible costs are those previously approved by NACCHO. All payments will be made within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense.
Two invoices must be submitted as follows:

Invoice No.	Amount	Due date
Invoice I		
Invoice II		

NACCHO award number must be included on all invoices. 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 26* 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. Subrecipient 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:** Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. **PAYMENT OF TAXES AND OTHER LEVIES:** Subrecipient 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 Subrecipient in the performance of this agreement shall be the responsibility of the Subrecipient, and not the responsibility of NACCHO if the liability, loss, or damage is caused by, or arises out of the actions or failure to act on the part of the Subrecipient, or anyone directly or indirectly employed by the Subrecipient.

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 Subrecipient, 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 Subrecipient and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Subrecipient 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, Subrecipient 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:** Subrecipient shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.
8. **CONFIDENTIALITY:** *It is expected that Subrecipient will have access to confidential information of NACCHO in the performance of services under this Agreement. Subrecipient agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NACCHO that could reasonably be considered confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Subrecipient may file information as required to federal, state or local governments, and disclose information to Subrecipient's or NACCHO's auditor for audit purposes. (THIS CLAUSE IS NOT NECESSARY UNLESS YOU ARE WORKING WITH CONFIDENTIAL INFORMATION.)*
9. **OWNERSHIP OF MATERIALS:** Subrecipient hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient 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). Subrecipient 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. Subrecipient understands and agrees that Subrecipient 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. Subrecipient 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.
10. **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 Subrecipient, 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 Subrecipient 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.
11. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Subrecipient for services rendered through the date of termination.

12. 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.
13. 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.
14. 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 laws provisions).
15. 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.
16. REMEDIES FOR MISTAKES: If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NACCHO for the time it takes to rectify the situation.
17. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Subrecipient'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 Subrecipient's responsibility to understand and comply with all requirements set forth therein.
18. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D , Subrecipient 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."
19. DEBARRED OR SUSPENDED SUBRECIPIENTS: Pursuant to 2 CFR 200 Subpart C, Subrecipient 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."
20. AUDITING: Subrecipient agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Subrecipient is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because Subrecipient receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, Subrecipient will certify to NACCHO that it is not so required. If Subrecipient is required to undergo an audit pursuant to 2 CFR 200 Subpart F, Subrecipient will undergo the required audit and agrees to send a copy of its most recent Single Audit report and any management letters to NACCHO.

21. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Subrecipient 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. Subrecipient will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

22. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, Subrecipient 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.)

23. REPORTING REQUIREMENTS: If applicable, Subrecipient must comply with Subrecipient reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Subrecipient shall submit the information required on the form provided by NACCHO within 15 days of execution of this agreement and prior to any payment being made against this agreement.

24. 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.”

25. 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.

26. 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

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

Tel. (202) [REDACTED]

Fax (202) 783-1583

Fax (202) 783-1583

Email: ahutapea@naccho.org

Email: [REDACTED]@naccho.org

FOR SUBRECIPIENT:

(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:

SUBRECIPIENT:

By: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

DUNS No.: _____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Subrecipient agrees to: *(list specific services, activities, products for which the Subrecipient is responsible for producing under this Agreement. Each should be clearly stated. Be as specific as possible. This Attachment sets forth the entire obligation of Subrecipient and should not be vague or unclear. The more details the better. If there is any dispute or confusion about the Subrecipient's obligations, this is the document that will decide whether Subrecipient has fulfilled his or her obligations, so be precise.)*

APPENDIX B – Unallowable Costs

Unallowable Cost Guidelines

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- 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.

APPENDIX C – Draft Scope of Work – Crosscutting Activities

The Scope of Work for this subaward will include implementing the work plan that will be developed in coordination with CDC and NACCHO as well as these crosscutting activities.

Statement of Work - Crosscutting Activities			
Period	Activity	Lead Person/Organization	Timeline
<i>Objective 1. Through the period of performance, participate in virtual learning, and evaluation activities to openly share challenges, results, and outcomes of selected site's experience</i>			
Year 1 & Year 2	Participate in monthly check-in calls facilitated by NACCHO to review the progress of ongoing activities, any major changes to the work plan, and discuss technical assistance needs. Participants will include at least one representative from NACCHO, CDC, and the awardee as well as any other stakeholders invited by the awardee.	NACCHO, CDC, Selected jurisdiction	Complete by July 31, 2023
Year 1	Complete an ACE Capacity Assessment tool. Each site will complete a vetted capacity assessment tool at the beginning of the project.	NACCHO, Selected jurisdiction	Complete by January 31, 2022
Year 1	Develop an evaluation plan based on the logic model. A template and technical assistance will be provided from NACCHO and CDC.	NACCHO, CDC, Selected jurisdiction	Complete by February 15, 2022
Year 2	Implement the evaluation plan and hold quarterly calls to update progress on evaluation.	NACCHO, CDC, Selected jurisdiction	Completed by July 31, 2023
Year 1 & Year 2	Participate in cohort learning and sharing experiences. Technical assistance and training will be available to sites and will be based on the site capacity assessment tool results.	NACCHO, CDC, Implementation Science expert, all program participants	Complete by July 31, 2023
Year 2	Participate in project evaluation-related activities with NACCHO and CDC, including interviews and surveys, to assess how the technical assistance and funding changed the site's capacity. Submit a final report that includes information about lessons learned, successes, and challenges experienced during the project, as well as progress and evaluation data from the beginning of funding through the end of the project period.	NACCHO, CDC, Selected jurisdiction	Complete by July 31, 2023
Year 2	Complete an ACE Capacity Assessment tool at the end of the project.	NACCHO, Selected jurisdiction	Complete by July 31, 2023

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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;
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