



Request for Proposals

Leveraging Intersectional Frameworks and Tools for Data-to-Action at the Local Level (LIFT) Project

Date of release: January 17, 2025

Applications are due by 5:00 pm Eastern Time on February 14, 2025

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Summary Information

Project Title: Leveraging Intersectional Frameworks and Tools for Data-to-Action at the Local Level (LIFT) Project

Source of Funding: Centers for Disease Control and Prevention

NOA Award No.: 6 NU38PW00037-01-01

Maximum Funding Amount: Up to \$25,000 per award

Expected number of awards: Up to ten (10) awards

Project Period: March 1, 2025 – July 31, 2025

Direct questions to: ivp@naccho.org with the subject line “LIFT RFP Question”.

Event	Dates and Links
RFP Release	January 17, 2025
Informational Webinar	February 4, 2025, at 2:00 PM ET – register here
Application Submission Deadline	February 14, 2025, at 5:00 PM ET via online application
Award Notification on or around	February 24, 2025
Contract Effective Date	March 1, 2025
Contract End Date	July 31, 2025

About NACCHO

NACCHO is the voice of the over 3,300 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.

Overview

In partnership with the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to announce the Leveraging Intersectional Frameworks and Tools for Data-to-Action at the Local Level (LIFT) Project. The aim of the LIFT project is to recruit LHDs with interest or experience in working at the intersection of adverse childhood experiences (ACEs), positive childhood experiences (PCEs), substance use disorder (SUD), and overdose to pilot and provide feedback on an intersection-focused Data-to-Action Framework. The Data-to-Action Framework outlines a process for LHDs to:

- Identify gaps in available data relevant to this intersection
- Access, gather, and interpret data relevant to this intersection
- Strengthen or build data partnerships
- Use data to inform program planning and decision-making for integrated approaches to prevention ACEs, SUD, and overdose and to promote PCEs

Through this funding NACCHO will award up to ten (10) LHDs with varying levels of experience working at this intersection with an award of up to \$25,000, to pilot the newly developed Data-to-

Action Framework Tool. Through the pilot, awarded LHDs will gain skills and tools to use for their own data-to-action efforts while also contributing their expertise and experience to the field.

The project period will begin March 1, 2025, and run through July 31, 2025. Applications must be submitted using NACCHO's online [application portal](#) no later than **Friday, February 14th by 5:00pm ET** and selections will be made on or around February 24th, 2025. See the [Application Instructions section](#) for further details.

NACCHO invites interested applicants to participate in an informational webinar on **Tuesday, February 4 from 2:00-3:00PM ET**. Register [here](#). The recording will be available after February 4 via the [same link](#). Participants are encouraged to come with any questions they may have regarding this opportunity. No new information will be shared during the webinar, and applicants do not need to wait for this optional webinar to begin or submit applications. 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 with the subject line "LIFT RFP Question".

Background

Adverse and Positive Childhood 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 or severe injury, including exposure to or witnessing a fatal or non-fatal suicide attempt or a fatal or non-fatal overdose.¹ ACEs also include aspects of a child's environment that can undermine their sense of safety, stability, and bonding, such as living in a household where a parent or caregiver is negatively affected by substance use or an ongoing mental health condition, or when a child experiences instability due to prolonged separation from a parent or caregiver.^{2,3} These examples do not comprise an exhaustive list of childhood adversity, as there are other adverse and potentially traumatic experiences that could impact health and well-being. Children can experience multiple ACEs during their childhood,⁴ and the effects can be cumulative and result in toxic stress.

ACEs are associated with a wide range of adverse behavioral, health, and social outcomes, including substance use; mental health conditions such as depression and anxiety; chronic diseases such as asthma, heart disease and cancer; and can have harmful impacts on educational attainment and earnings potential.⁵⁻⁷ ACEs are common, but some children experience an inequitable burden of ACEs and the negative impacts of ACEs on health and other outcomes. This inequitable burden is due to historical, social, and structural conditions such as systemic racism, discrimination, and multigenerational poverty that limit access to life opportunities including quality education, economic security, stable housing and living in safe neighborhoods.⁸

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.^{9,10} PCEs are experiences in childhood that support children's ability to live and grow in safe, stable, nurturing relationships and environments. In addition to potentially mitigating against the potential harms of ACEs among those who are exposed to them, PCEs also prevent exposure to ACEs and promote healthy child development, family outcomes, and outcomes in adolescence¹¹ and adulthood¹².

The Intersection of ACEs, PCEs, Substance Use Disorder, and Overdose

ACEs, PCEs, substance use disorder, and overdose are connected in a cycle that affects individuals, families, and communities across generations.¹³⁻¹⁴ As the number of ACEs increases, so too does a person's risk for a myriad of negative health and wellbeing outcomes.³ ACEs are associated with a predisposition to substance use during adolescence and adulthood^{15,16,17} as well as substance use disorder (SUD).^{14,18} ACEs are also associated with overdose among adults with opioid use disorder (OUD).¹⁹ SUDs experienced by a parent, caregiver, or sibling can disrupt children's safety, stability, and access to necessities.^{20,21} Additionally, research has shown that substance use among parental figures or caregivers is a significant predictor of SUD among children and adolescents.^{22,23} PCEs also have the potential to impact substance use; individuals with more PCEs have a lower likelihood of developing risk substance use behaviors than individuals with fewer PCEs.²⁴

Data-to-Action at the Intersection

Recognition of the link between ACEs, PCEs, SUD, and overdose has led to the development and implementation of programs across multiple sectors. These programs simultaneously aim to reduce risk factors and enhance protective factors for these intersecting issues across the social ecology. Over the past three years, NACCHO has supported local health departments (LHDs) and community-based organizations (CBOs) in their efforts to strengthen prevention efforts at the intersection of ACEs, substance use, and overdose through several targeted projects.²⁵ While participating organizations have conceptually understood and been motivated to address this intersection, they have faced challenges collecting or gathering available data and using it to inform decision-making. Participants have also expressed a need for additional technical assistance around

- *recognizing all the potential indicators and measures that can be used to understand the local burden of ACEs, SUD, and overdose, specifically those related to PCEs and risk and protective factors;*
- *leveraging data that is already being collected;*
- *and using available data to guide action at the intersection.*

To respond to these needs, NACCHO has engaged with consultants who, over the past year, have

- 1) Conducted environmental scans, gap analyses, key informant interviews, surveys, and focus groups to better understand current data-to-action efforts at the intersection, including barriers and facilitators to such efforts, and
- 2) Drafted a Data-to-Action Framework Tool specific to this intersection

NACCHO, with support from CDC, developed the LIFT project so that LHDs—the primary audience for this tool—can pilot the materials and lend their experience and expertise to its refinement.

Eligibility and Contract Terms

Applicants must meet each of the following requirements to be eligible for this funding opportunity.

- Be a county, city, multi-county, or tribal health department who is currently working at or interested in working at the intersection of ACEs, PCEs, substance use, and overdose
- Be able to agree to NACCHO's standard contract language.
 - Please note this is a deliverables-based contract. To receive payment, applicants will not be required to submit receipts for their costs but will be paid upon satisfactory completion of the contract deliverables (see Section IV for further details).

- Have an active registration with SAM.gov that will remain active through the duration of the contracting and project period (March 2025 – July 31, 2025).
 - If you do not have an active SAM.gov registration or if your registration will expire before March 1, 2025, it is recommended that you start the registration/renewal immediately.

Project Goals and Technical Requirements

NACCHO and CDC will serve as technical assistance providers for the selected sites. Over the 5-month contract period, sites will work with NACCHO and CDC on the specific activities outlined below. A final scope of work (SOW) will be agreed upon after award acceptance by the applicant. During the period of performance, selected LHDs will be expected to participate in the following:

1. **Kick-off Call** – Sites will attend a kick-off call on **March 17 at 2:00pm ET** with NACCHO and CDC to meet other selected jurisdictions and review the project goals and expectations. If the primary contact is unable to attend, they must send a designee in their place.
2. **Data-to-Action Capacity Assessment** – With support from NACCHO, sites will complete a data-to-action capacity assessment at the beginning of the project to identify specific strengths and opportunities for support related to understanding and applying data at the intersection of ACEs, PCEs, SUD, and overdose.
3. **Virtual Training Session** – Sites will participate in one (1) virtual training session that will cover topics relevant to efforts to engage in data-to-action work and program evaluation at the intersection of ACEs, PCEs, SUD, and overdose. This session will introduce the Data-to-Action Framework and tools that sites will be piloting and request feedback on aspects of the framework and tools.
4. **Pilot Workshops for Data-to-Action Framework Tool** – Sites will pilot up to three (3) stages of the Data-to-Action Framework and accompanying tool recently developed to guide LHD’s work with data at the intersection. The purpose will be for LHDs to apply elements of the staged approach, engage with the resources and tools, and provide feedback to NACCHO and CDC about the framework’s clarity, utility and applications. Sites will asynchronously complete templates and feedback forms as a part of the piloting process. Time to complete these activities will vary by site and by stage with an estimated range of 2-10 hours per stage.
5. **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

Tentative Scope of Work

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	March 2025	5%	Invoice #1 due by or before April 15, 2025
Data-to-Action Capacity Assessment	Completed Data-to-Action Capacity Assessment		20%	
Virtual Training Session	Training Attendance Sheet	April-July 2025	10%	Invoice #2 due by or before July 31, 2025
Data-to-Action Pilot Activities	Pilot Feedback Sheets and Completed Templates		60%	
End-of-Project Evaluation	Complete end-of-project TA evaluation		5%	

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 Instructions

STEP ONE – PREWORK

Before beginning your application, we recommend the following pre-work:

- Read this RFP in its entirety.
- Submit NACCHO’s standard [contract language](#) to your legal team to ensure you will be able to agree to it.
 - Please note that submission of a proposal is a statement of acceptance of NACCHO’s standard form contract. If any items cannot be accepted, these issues should be noted in track changes/comments on the standard contract language as an attachment to your proposal.
- Ensure you will have an active [SAM.gov](#) registration for the duration of the contracting and project period (March – July 2025). If you do not have an active SAM.gov registration or if your registration will expire before March 1, 2025, it is recommended that you start the registration/renewal immediately.
- Create an account to access the application [online submission portal](#).

STEP TWO – GATHER CONTRACT DOCUMENTS

Complete all documents required for a complete contracting package:

- [Vendor Information Form](#)
- [Certification of Non-Debarment](#)
- [W-9](#)
- [FFATA form](#) (if you are not able to complete this by the application deadline, you may submit it one week after you have been selected).
- Proof of active registration with [SAM.gov](#).
- [Budget](#), [budget narrative](#), and supporting documentation – see Step Four.
- If applicable, documentation of indirect costs (if higher than 10%) in the budget – see Step Five.

STEP THREE – DEVELOP APPLICATION NARRATIVE

See the next page for the application narrative and information about how each section will be evaluated. The [online application](#) includes additional short answer responses for basic applicant information such as organization name, address, and primary point of contact.

APPLICATION PROMPT	RESPONSE TYPE	NOTES	SCORING INFORMATION (SEE SECTION VI FOR MORE)
Statement of Need – 30%			
<p>Describe the jurisdiction you serve including the location and demographics of the population served in your community. Provide information about the burden of ACEs and overdose in your community, including disproportionately affected populations, as well as information about access to PCEs in your community.</p>	<p>500 words maximum</p>	<p>This section should include:</p> <p>The drug overdose and/or substance use burden in your jurisdiction, including prevalence of overdose or SUD-related mortality and morbidities.</p> <p>Any available data 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. Examples include:</p> <ul style="list-style-type: none"> • Data related to community-level risk factors for ACEs, such as: <ul style="list-style-type: none"> ○ Family poverty rates ○ Unemployment rates ○ Information on food access 	<p>NACCHO is interested in recruiting LHDs with a wide range of experience at this intersection. Points are awarded for clear consideration of the impact of the intersection of ACEs, SUD, overdose and PCES in your community using the data and information currently available to you. Points are not dependent on the quality or comprehensiveness of your data, rather the demonstration of thoughtfulness using what data is available.</p>

		<ul style="list-style-type: none"> ○ Rates of violence and crime ● Data related to community-level protective factors for ACEs, such as: <ul style="list-style-type: none"> ○ Access to high-quality preschool ○ Access to safe, stable housing ○ Strong community partnerships ● Proxy data at the community-level, such as: <ul style="list-style-type: none"> ○ Child protective services data ○ Local service utilization ○ Local incarceration rates 	
Current Work – 40%			
Please describe your understanding of what comprises an integrated approach to prevention at this intersection and if applicable, any experience your LHD has using integrated approaches that focus on the intersection of ACEs, PCEs, SUD, and overdose.	350 words maximum	<p>NACCHO is seeking a group of participants from LHDs with a wide range of experience or interest in prevention at this intersection.</p> <p>NACCHO welcomes applicants from LHDs without active prevention programming at this intersection AND those with</p>	Points are awarded for a clear description of an integrated approach to prevention and if applicable, a clear description of your LHD’s experience using integrated approaches at this intersection.

		<p>existing programming/intersection-related initiatives.</p> <p>Demonstrated capacity and extensive experience are not exclusive selection criteria for this project.</p>	
<p>Please indicate the data your LHD currently collects or utilizes (select all that apply).</p> <ul style="list-style-type: none"> <input type="checkbox"/> ACEs data <input type="checkbox"/> PCE data <input type="checkbox"/> Substance use data <input type="checkbox"/> Overdose data <input type="checkbox"/> Risk and protective factor data for ACEs and/or overdose <input type="checkbox"/> N/A or unsure 	N/A – use check box	Your response to this prompt helps to expedite the piloting process, if awarded.	This section is unscored.
If applicable, please list any current data-related partnerships relevant to this intersection.	350 words maximum	Your response to this prompt will help to expedite the piloting process, if awarded.	This section is unscored.
Please describe any barriers to gathering, collecting, or utilizing data related to this intersection.	350 words maximum		Points are awarded for a clear description of barriers or challenges.
Please describe your LHD’s process for using data to inform prevention efforts and programming, generally (not specific to the intersection of ACEs,	350 words maximum	NACCHO is seeking participants with at least some experience with data-informed decision-making	Points are awarded for a clear demonstration of experiences using data to

<p>PCEs, SUD, and overdose). If applicable, include any barriers or challenges your LHD has experienced using data to inform prevention efforts and programming generally.</p>		<p>generally (not specific to the intersection of ACEs, PCEs, SUD, and overdose.</p>	<p>inform LHD decision-making OR if such experience is limited, a clear description of barriers or challenges that your LHD with data-informed decision-making.</p>
<p>Please confirm that your team is available to attend the Kick-Off Call on March 17 at 2pm ET.</p>	<p>N/A – use check box</p>	<p>At least one member of your team must be available for this meeting.</p>	<p>This section is unscored.</p>
<p><i>Staffing Plan – 30%</i></p>			
<p>Provide an overview of the project team, including current full- and part-time staff who will participate in project activities.</p>	<p>500 words maximum</p>	<ul style="list-style-type: none"> • 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 your LHD’s access to epidemiology/data analyst staff support • Resumes or curriculum vitae of the project team are welcome but not required. 	<p>Points are awarded for demonstrating an ability to complete the proposed deliverables and administrative processes and employing qualified staff.</p> <p>NACCHO is seeking LHD participants with a wide range of access to epidemiology/data analyst staff support. Access to this expertise is not exclusive selection criteria for this project.</p>

STEP FOUR – DEVELOP BUDGET

Please note that the budget will not be included in the scoring criteria but is required for complete application submissions. NACCHO will work with awarded applicants to ensure compliance with the terms of NACCHO's award from CDC. The purpose of the budget submission is to demonstrate that the applicant has considered appropriate funding needed to accomplish the proposed work and to expedite the contract process in the case of selection. The budget should span the five (5) months from March 1, 2025 to July 31, 2025 (please note the contract will be retroactively effective, but may not be fully executed by, the start of the period of performance on March 1, 2025).

- Applicants must provide a [line-item budget](#) and [budget narrative](#). **Please review the detailed instructions in the linked templates before developing your budget proposal.**
- Items that may be in the request for funds include, but are not limited to:
 - Staff salaries and fringe benefits
 - Supplies
 - Professional development or training of participating staff and/or partners
 - Indirect costs to support the completion of the deliverables within the project period
- **Additional documentation may be required:**
 - Indirect rates: If you have budgeted for indirect costs using a rate that is higher than 10%, you must provide documentation/proof of your organization's approved indirect cost rate or calculation. Acceptable documentation includes:
 - An approval letter issued by a relevant federal or state agency (e.g., HHS) and signed by the agency and your organization that authorizes your organization's indirect cost rate
 - An excerpt from a financial audit report that outlines your organization's indirect cost rate calculation
 - A letter (on your organization's letterhead) signed by a financial official that lists the indirect cost rate used by the organization
 - A copy of your accounting procedures or policy that outlines how you calculate your indirect costs
 - A cost allocation plan, signed by a financial official, that shows a breakdown of indirect costs and their allocation to the project
 - Incentives/gift cards: If you wish to include incentives in your budget, provide a justification for how they support the project and specify the number, amount per incentive, and type (e.g., gift card to a specific store). Cash-equivalents (e.g., Visa or Amex) require additional justification and approval that may delay contract execution compared to store-based gift cards. You must also complete the [incentive approval form](#) and attach it to this budget narrative.
 - Food - If you wish to include food in your budget, please include a cost breakdown (number of participants x cost per snack/meal) in your budget narrative. You must also complete the [food approval form](#) and attach it to this budget narrative. In some cases, snacks for outreach and hot meals for participants may be allowable.

- Awardees must comply with all federal regulations under 45 CFR 75 and 2 CFR 200. Key unallowable costs are listed in Appendix A.

STEP FIVE – SUBMIT ONLINE APPLICATION FORM

Complete the [online submission form](#) by Friday, February 14, 2025 at 5:00 PM ET, including uploading all required documents. Applicants will need to make a free MyNACCHO account to access the application. Applicants will be able to save responses in the online form and return to them as needed during the submission process, as long as it is accessed through the same device and browser and the cache has not been cleared.

Award Selection and Notification Process

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

Scoring and Considerations

- Statement of Need (30%)
- Current Work (40%)
- Staffing (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.

Applicants will be notified of their selection status by e-mail to the project point of contact listed on the online application form **on or around February 24, 2025**. 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 and any necessary budget revisions within five business days.

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

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