

NACCHO

National Association of County & City Health Officials

REQUEST FOR APPLICATIONS

**Strengthening Capacity in Suicide, Overdose, and Adverse Childhood
Experiences Prevention for Local Health Departments**

National Association of County and City Health Officials (NACCHO)

Date of Release: January 18th, 2022

***Applications are due by: February 18th, 2022 by 5:00 pm ET**

SUMMARY INFORMATION

Project Title: Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences Prevention for Local Health Departments

Application Due Date and Time: February 18th, 2022, by 5:00pm ET

Selection Announcement Date: February 28th, 2022

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

NOA Award No.: NU38OT000306-02-01

Maximum Funding Amount: \$20,000

Estimated Period of Performance: March 2022 – August 31, 2022

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

Special condition of this award: see Appendix A, B, and C

OVERVIEW

NACCHO is the voice of the approximately 2,800 local health departments (LHDs) across the country. These city, county, metropolitan, district, and Tribal departments work to protect and improve the health of all people and all communities. NACCHO provides resources to help LHD leaders develop public health policies and programs to ensure that communities have access to the vital programs and services people need to keep them protected from disease and disaster. Additionally, NACCHO advocates on behalf of LHDs with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad of challenges facing communities.

With support from the Centers for Disease Control and Prevention (CDC), NACCHO is pleased to offer a funding opportunity for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention for Local Health Departments project. **Approximately 10 awards of \$20,000 each will be available.** NACCHO aims to award up to 3 LHDs serving large jurisdictions (>500,000 population served), 4 LHDs serving medium jurisdictions (50,000-500,000 population served), and 3 LHDs serving small jurisdictions (<50,000 population served). NACCHO will consider geographic distribution, jurisdictional characteristics, and population size served to ensure diversity in LHDs selected.

Selections will be made on or around February 28th, 2022, and the project period will run from the date of contract execution to July 31, 2022. Contingent on CDC approving a no-cost extension, the project may continue (with a contract modification) until August 31st, 2022. Applications must be submitted no later than February 18th, 2022, by 5:00 PM Eastern Time. **This will be a fixed-price, deliverables-based contract.** All necessary information regarding the project and application process may be found in this Request for Application (RFA). Applicants may pose individual questions to NACCHO at any point during the application process by e-mailing the Injury and Violence Prevention Team at IVP@naccho.org.

Background

NACCHO, in collaboration with the Association of State and Territorial Health Officials and with funding from the CDC, recently developed the Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention Capacity Assessment Tool, known as [SPACECAT](#). This tool was developed to help local, state, and territorial health agencies assess their current capacity to address the intersection of suicide, overdose, and ACEs.

In both the immediate and long-term, the COVID-19 pandemic is poised to increase rates of suicide, overdose, and ACEs, with low-income, already marginalized groups, and individuals with pre-existing behavioral health conditions facing an increased risk. SPACECAT assesses LHD capacity across these domains via a single tool. Furthermore, this tool may help local, state, and territorial health agencies better understand the impact of COVID-19 on their capacity to address shared risk and protective factors for suicide, overdose, and ACEs. In the fall of 2021, NACCHO fielded this tool to a nationally representative sample of approximately 700 local health departments. Analysis of the data collected is currently under way.

The purpose of this funding opportunity is to provide one-on-one technical assistance (TA) to help LHDs translate their SPACECAT results into actionable guidance to begin improving internal capacity to address the intersection of suicide, overdose, and ACEs.

Objectives for this TA include:

- Demonstrating how SPACECAT results can be used to identify strengths and opportunities for improvement.
- Identifying priority areas and developing action plans to strengthen capacity in suicide, overdose, and ACEs prevention.

All interested applicants must have completed the SPACECAT and include their assessment results as part of the application package. Applicants that have not completed the SPACECAT will not be considered eligible for this funding opportunity. If your local health department did not already complete the [SPACECAT](#) as part of the national fielding in the fall of 2021, please contact NACCHO's Injury and Violence Prevention team at IVP@naccho.org and our team will provide you with a unique hyperlink to complete the tool. If you have any questions about the tool or are experiencing any technical issues, please contact our team for assistance.

Funding for this RFA is supported by the CDC cooperative agreement NU38OT000306-02-01 entitled Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health.

ELIGIBILITY AND CONTRACT TERMS

This funding opportunity is open to all local health departments who have completed the SPACECAT and have an interest in building their capacity to address the intersection of suicide, overdose, and ACEs prevention.

Agreement with NACCHO standard contract terms and conditions is a requirement. **No modifications to the terms or contract language will be made. Applicants that cannot agree to NACCHO's contract language should not apply for this initiative.** As part of the application, the contractor will be asked to verify that he/she has read NACCHO's standard contract language and has provided a copy to the individual with signing authority at your organization for advanced consideration. If you are an applicant from Florida, please contact NACCHO immediately for a copy of the Florida standard contract. Applicants should review all terms and conditions to determine whether or not they are appropriate for submitting a proposal.

SCHEDULE OF EVENTS

Please note the following deadlines and events for this application:

Event	Date/Time
Submission Deadline	February 18 th , 2022
Award Notification Date	February 28 th , 2022
Anticipated Contract Start Date	February 28 th , 2022
Anticipated Contract End Date	August 31 st , 2022

PROJECT GOALS & TECHNICAL REQUIREMENTS

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

Scope of Work

- 1. Initial Consultation Calls**—Each site will have an initial call with the consultant to review, discuss, and provide greater context to their assessment results. This call will help set the stage for all later workshops, recommendations, etc.
- 2. SOAR Analysis Workshops**—LHDs will participate in a SOAR (Strengths, Opportunities, Aspirations, and Results) Analysis Workshop led by our team of consultants, who will use the SPACECAT results to engage LHDs in a strengths-based strategic planning exercise to identify potential strengths and opportunities for improvement.
- 3. Action Planning Workshops**—Each participating site will then attend a more intensive action planning workshop that will require them to use their SPACECAT and SOAR results to develop an action plan to strengthen capacity to prevent suicide, overdose, and ACEs in their identified priority areas.
- 4. Focus Groups**— LHDs will participate in a focus group to provide feedback on a draft quick start guide that will be developed by NACCHO in collaboration with the TA consultants. The goal of this guide is to reflect the one-on-one TA provided and help future users of SPACECAT begin the initial planning process for strengthening capacity in suicide, overdose, and ACEs prevention.
- 5. Follow-Up Consultation**— Following the SOAR and Action Planning Workshops, each participating LHD will have an opportunity to begin capacity strengthening efforts and to implement the short-term action steps. Then, to conclude this work, a follow-up consultation call will be held with each LHD to check-in on initial implementation.
- 6. End-of-Project Survey**—After completion of all individualized TA activities, participants will complete a final survey to provide feedback on satisfaction with the TA delivered and changes in capacity.

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

Primary Task/Deliverable	Subtasks	Estimated Timeline	Payment Schedule	
1. Initial Consultation Call	Attendance at initial consultation call	March 2022	10% of funding	Invoice #1 due by or before March 31 st , 2022
2. SOAR Analysis Workshop	Attendance at SOAR Analysis workshop Final SOAR Analysis worksheet and submission of workshop evaluation	April 2022	30% of funding	
3. Action Planning Workshop	Attendance at Action Planning workshop Final Action Plan worksheet and submission of workshop evaluation	May 2022	30% of funding	Invoice #2 due by or before July 31 st , 2022
4. Focus Group	Attendance and participation in focus group	July 2022	10% of funding	
5. Follow-Up Consultation Call	Attendance at follow-up consultation call	August 2022	10% of funding	Invoice #3 Due by or before August 31 st , 2022
6. End-of-Project Survey	Submission of end-of-project survey	August 2022	10% of funding	

Method of Payment

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

NACCHO Support

NACCHO staff serve as a resource and will coordinate with the consultants to provide one-on-one technical assistance to all selected LHDs for the activities as outlined in the scope of work.

- Serve as liaison between the selected LHDs and consultants as needed
- Support the development of all workshop materials
- Attend consultation calls and workshops to provide ad hoc support as needed

APPLICATION RESPONSE FORMAT & SELECTION CRITERIA

Application Format and Instructions

The proposal narrative must include the following content:

- **Contact Information:** Please provide all necessary contact information as specified by the online application portal.
- **SPACECAT Results:** All applicants should upload a copy of their LHD's SPACECAT results in the application portal.
 - If your health department completed the SPACECAT as part of the national fielding conducted October through December 2021, please submit a PDF attachment of your SPACECAT results. If you do not have your previously submitted assessment results saved, please reach out to the Injury and Violence Prevention Team at IVP@naccho.org and we will provide a copy of your results.
 - If you have not previously completed the SPACECAT as part of the national fielding, please contact the Injury and Violence Prevention Team at IVP@naccho.org and we will provide you with a hyperlink to complete the tool.
- **Brief Narrative (70%)**
 - Statement of need and impact of COVID-19 (500 word limit; 40%):
 - Describe the jurisdiction you serve and provide information about the burden of suicide, overdose, and ACEs in your community.
 - Describe the challenges or concerns of your health department or jurisdiction is experiencing related to addressing suicide, overdose, and ACEs prevention during the COVID-19 pandemic.
 - Current work (500 word limit; 15%):
 - Describe the programs and services your LHD is currently developing or offering related to suicide, overdose, and ACEs prevention.
 - Reflection on SPACECAT results; 15%:
 - There are eight domains of capacity identified within the subsections of the SPACECAT. Please identify up to three key SPACECAT domains your LHD would like to begin addressing with this funding:
 1. Networked Partnerships (Infrastructure Capacity)
 2. Multilevel Leadership (Infrastructure Capacity)
 3. Managed Resources (Infrastructure Capacity)
 4. Data and Surveillance (Infrastructure Capacity)
 5. Shared Planning and Strategic Plans (Infrastructure Capacity)
 6. Evidence Based Strategies for Suicide, Overdose, and ACEs Prevention (Topical Capacity)
 7. Health Disparities (Topical Capacity)
 8. Workforce Capacity (Topical Capacity)
 - What new insights have you gained from completing the SPACECAT and how does this change how your LHD plans to address the intersection of suicide, overdose, and ACEs moving forward? (500 word limit)

- **Jurisdictional Characteristics (30%):** Please provide a brief overview of the jurisdiction your health department serves by selecting the appropriate option for each jurisdictional characteristic.

Jurisdiction served	<input type="checkbox"/> City or town <input type="checkbox"/> County <input type="checkbox"/> Multi-county <input type="checkbox"/> Other
Size of population served	<input type="checkbox"/> Small: <50,000 <input type="checkbox"/> Medium: 50,000-500,000 <input type="checkbox"/> Large: 500,000+
Geographic region	<input type="checkbox"/> New England <input type="checkbox"/> Mid-Atlantic <input type="checkbox"/> East North Central <input type="checkbox"/> West North Central <input type="checkbox"/> South Atlantic <input type="checkbox"/> East South Central <input type="checkbox"/> West South Central <input type="checkbox"/> Mountain
Degree of urbanization	<input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural
Type of LHD governance	<input type="checkbox"/> Local (<i>LHD is unit of local government</i>) <input type="checkbox"/> State (<i>LHD is unit of state government</i>) <input type="checkbox"/> Shared (<i>LHD is governed by both state/local authorities</i>)
Number of full-time staff employed within LHD	<input type="checkbox"/> <5 <input type="checkbox"/> 5-9.9 <input type="checkbox"/> 10-24.9 <input type="checkbox"/> 50-99.9 <input type="checkbox"/> 100-199.9 <input type="checkbox"/> 200+

- **Budget Proposal**
 - Refer to the [budget template and instructions](#). Each complete application must also include a budget justification using the sample budget template. Each LHD may request up to \$20,000 to support project activities.
 - The budget is required for complete application submissions but will not be included in the scoring criteria. The purpose of this budget is to demonstrate how you intend to use the funds awarded to support your work for the project.
 - Items that may be included in the request for funds include, but are not limited to, staff salaries and fringe benefits, supplies or equipment, indirect costs, etc. to support the completion of the deliverables within the project period.
 - Activities supported directly by project funding will be constrained by allowable costs under CDC guidelines. Funds may not be used for equipment purchases. Per HHS requirements, funds awarded under this RFP are prohibited from being used to pay the direct salary of an individual at a rate in excess of current Federal Executive Schedule Level II salary cap. Please see Appendix B for a list of unallowable costs.
 - **Include a budget narrative** (one page or less) to explain each line-item and how the amounts were derived. See detailed guidance below.
 - For all applications, at least 15% of the budget must stay with the applying entity to ensure adequate resources for project management, participation in project activities and TA, and evaluation. The goal of 15% is to support internal capacity building for the organizations implementing these programs.
 - Personnel: List all staff positions by title (both current and proposed). Give the annual salary or hourly rate of each position, the percentage of each position's time devoted to the project, and the activities you anticipate these staff persons to conduct.
 - Fringe Benefits: Provide a breakdown of the amounts and percentages that comprise fringe benefit costs such as health insurance, etc.
 - 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?
- **Attachments**
 - Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates
 - Required: Complete and submit the [Vendor Information Form](#)
 - Required: Complete and submit the [Certification of Non-Debarment](#)
 - Required: Submit a [W-9](#)
 - Required: Complete and submit the Certification Regarding Lobbying with Federally Appropriated Funds – [Form](#)
 - Certification regarding Non-Applicability of Audit Requirement (as applicable) – [Form](#)
 - Proof of active registration with SAM.gov in accordance with active DUNS number

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 and Impact of COVID-19 (40%):
- Current Work (15%)
- Reflection of SPACECAT Results (15%)
- Jurisdictional Characteristics (30%)
 - Please note, reviewers will consider geographic distribution, jurisdictional characteristics, and population size served to ensure diversity in local health departments selected.

Please note that submission of an application is a statement of acceptance of NACCHO's standard form contract (Appendix A). If any items cannot be accepted, these issues need to be resolved prior to submitting the application.

SUBMISSION INSTRUCTIONS

Applicants for the Strengthening Capacity in Suicide, Overdose, and Adverse Childhood Experiences (ACEs) Prevention for Local Health Departments project should:

1. Review the requirements and expectations outlined in this RFA.
2. Read NACCHO's standard contract (Appendix A) and provide a copy to the individual with signing authority for the LHD (or entity that would be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices for advanced consideration. Selected LHDs must agree to the contract language and be able to sign and return a contract to NACCHO within approximately 30 days of receiving it. No modifications will be made. *Do not sign or send back the contract with the application.*
3. Submit the application to NACCHO by **February 18th, 2022 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 submitted application must include the following items to be deemed complete:
 - a. A brief narrative that addresses the three domains described below: Statement of Need and Impact of COVID-19, Current Work, and Reflection of SPACECAT results.
 - b. Anticipated budget (template provided) and budget narrative.
 - c. All completed attachments including a copy of the LHD's SPACECAT results.
 - d. The applicant must be registered with the System for Award Management (SAM) and its SAM number. **For applicants without a SAM number, please note that it takes 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.**

Applicants will be notified of their selection status by e-mail to the project point-of-contact on or around Monday, February 28th, 2022. Selected applicants will be required to confirm participation and agreement with the contract scope of work after receiving a notification. The designated point-of-contact for selection must be available to receive and respond to the notification in a timely manner.

Appendix A –Contractor Agreement

Appendix B – List of unallowable costs

APPENDICES

APPENDIX A

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

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

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

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

Invoice No. Amount Deliverable Due date

Invoice I

Invoice II
Invoice III

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

NACCHO award number must be included on all invoices. Unless otherwise expressly stated in this Agreement, all amounts specified in, and all payments to be made under, this Agreement shall be in United States Dollars. The parties agree that payment method shall be made by check, via postage-paid first class mail, at the address for the giving of notices as set forth in Section 23 of this Agreement. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by NACCHO no later than 15 days after the end date of the Agreement. Contractor will be given an opportunity to revise as needed but the final revised invoice must be received no later than 30 days after the end date of the Agreement. NACCHO will not accept any invoices past 30 days of the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **LOBBYING RESTRICTIONS AND DISCLOSURES:** Pursuant to 2 CFR 200 Subpart E, Contractor will certify to NACCHO using the required form that it will not and has not used

Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

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

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

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

FOR NACCHO:

National Association of County and City
Health Officials

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

With a copy to:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM

Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO: CONTRACTOR:

By: _____ By: _____
Name: Jerome Chester Name: _____

Title: Chief Financial Officer Title: _____

Date: Date: _____

Federal Tax ID No.:

DUNS No.: _____

APPENDIX B

Unallowable Cost Guidelines

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

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

rules and exceptions in applying this rule. Please contact NACCHO with specific questions about these exceptions.

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