REQUEST FOR PROPOSALS
Implementing at the Intersection of Suicide, Overdose, and Adverse Childhood Experiences Prevention (ISOAP):
Evaluation Consultant

National Association of County and City Health Officials (NACCHO)

Date of Release: September 27, 2023

*Applications are due by: October 25, 2023, by 5:00 pm ET
OVERVIEW

The National Association of County and City Health Officials (NACCHO) is seeking a consultant to provide evaluation expertise and technical assistance (TA) for selected local health departments (LHDs) participating in NACCHO’s project Intersecting Suicide, Overdose, and Adverse Childhood Experiences Prevention (ISOAP) project. This project aims to invest in the implementation and evaluation of programs specifically targeting the intersection of suicide, overdose, and adverse childhood experiences (ACEs) prevention. As part of this work, NACCHO will be working with two jurisdictions to foster champions for this work at the local level while building the evidence base for best practices to targeting this intersection. For this opportunity, NACCHO would like to contract with an evaluation consultant to create an evaluation plan template (for a formative evaluation, process evaluation, and outcomes-based evaluation), conduct a formative evaluation and process evaluation with two (2) jurisdictions after completing the evaluation plan template with them, provide individualized technical assistance to sites as they execute the evaluation plans, and summarize findings from the evaluation in a subsequent report. Any work products created by this contract will be co-owned by NACCHO and Consultant.

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

BACKGROUND

In recent years, communities have seen increased rates of suicide, overdose, and ACEs. In 2021, NACCHO, in collaboration with the Association of State and Territorial Health Officials (ASTHO) and with funding from the CDC, 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 departments assess their current capacity to address the intersection of suicide, overdose, and ACEs. SPACECAT assesses LHD capacity across eight (8) domains via a single tool. In the Fall of 2021, NACCHO fielded this tool to a nationally representative sample of approximately 700 local health departments. Analysis of the results, outlined in Addressing the Intersection of Suicide, Overdose, and Adverse Childhood Experiences: What is the Capacity of Local Health Departments, found that participating LHDs reported strengths in their capacity to address the intersection of suicide, overdose, and ACEs; examples included the seeking out and inclusion of the perspectives of those with lived experience, partnerships across sectors, and strategic planning across prevention focus groups.
Participating LHDs also reported challenges, such as lack of funding and staffing resources, competing priorities, limited data integration, and lack of capacity to address specific at-risk populations and shared risk and protective factors.

Since the national fielding, LHDs have had several unique opportunities to increase capacity to conduct work at the intersection of suicide, overdose, and ACEs:

- **Learning Community**: In 2022, those who participated in the national fielding were invited to participate in a learning community; Action Planning: In 2022, ten (10) LHDs were awarded funding to receive individualized technical assistance (TA) aimed at translating SPACECAT results into action plans; and

- **Community Prevention Framework Pilot Project**: In 2023, five (5) LHDs participated in a learning community and individualized TA to develop a strategic plan for and integrate key elements of a community prevention framework into its community’s prevention efforts.

For the current funding opportunity, NACCHO will select one (1) evaluation consultant to develop an evaluation plan template and engage with two (2) LHDs to develop a technical assistance plan and execute a formative evaluation that showcase the implementation efforts of these communities addressing the intersection of suicide, overdose, and ACEs.

**Eligibility and Contract Terms**

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

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

Selected applicants will enter into an agreement with NACCHO using the NACCHO standard contract (terms and conditions) attached as Appendix A below. Agreement with majority of NACCHO standard contract terms and conditions is a requirement and as part of the application, the contractor will be asked to verify that he has read NACCHO’s standard contract language and confirmed in agreement with the terms and conditions.

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

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

- **Kick-Off Meeting**: The consultant shall participate in a kick-off call with NACCHO. The consultant shall prepare a document that summarizes the discussion and makes note of decisions made.
- **Evaluation Plan Template**: The consultant shall develop an evaluation plan template for formative, process, and outcomes-based evaluations. The sites will complete the formative and process evaluation templates during the project year.
- **Technical Assistance (TA) Plan**: The selected consultant shall review project materials from the participating jurisdictions, including any strategic planning materials, implementation goals, and each site’s workplans and logic models. In addition, the consultant shall co-design an evaluation plan with NACCHO and CDC, considering potential adaptations or levels of assistance to be provided depending on program needs and their formative and process evaluation plans.
- **Partner Calls**: The selected consultant shall participate in partner calls with NACCHO and CDC. The agenda for these calls will be created by the selected consultant to provide evaluation updates with the sites.
- **TA Calls**: The selected consultant shall hold at least three (3) calls with each of the two participating programs (minimum of 6 calls total for the project period). The scope and number of calls may depend on the level of TA required by the site. For example, calls may:
  - Discuss sites’ evaluation-related goals, current program monitoring and evaluation efforts, and potential barriers or challenges for data collection and analysis;
  - Introduce the evaluation plan template and provide support and/or instructions to help the program design their customized evaluation plan;
  - Discuss programs implementing the evaluation plan and providing ad hoc technical assistance, as needed, to address any challenges encountered;
  - Provide guidance and support for the creation of data of data collection tools, data analysis, or reporting; or
  - Discuss lessons learned at the conclusion of the data collection period.
- **Brief Report**: The consultant shall develop a brief report at the end of the project which summarizes formative and process evaluation findings from the participating sites. This report should also capture lessons learned, such as facilitators and challenges to conducting evaluations for this intersectional work and recommendations around methods, indicators, and/or evaluation frameworks depending on program types or activities.
### Primary Task/Deliverable | Documentation | Payment Schedule
--- | --- | ---
1. **Kickoff Call**  
- Agenda and meeting minutes from kickoff call | 10% of funding | **Invoice #1**  
due by or before March 31st, 2024
2. **Technical Assistance Plan**  
- Final technical assistance plan including formative and process evaluation | 20% of funding |  
3. **Evaluation Plan Template**  
- Final evaluation plan template | 20% of funding |  
4. **TA Calls 1, 2, and 3**  
- Agendas and notes for two TA calls for each of 2 participating programs | 10% of funding | **Invoice #2**  
due by or before May 31st, 2024
5. **Evaluation Findings**  
- Final summary report of evaluation findings | 30% of funding |  
6. **Partner Calls**  
- Agendas and attendance lists of at least four (4) calls with NACCHO | 10% of funding | **Invoice #3**  
due by or before July 31st, 2024

### CONTENT AREA EXPERTISE
Through this RFP, NACCHO is seeking consultants with proven experience in program evaluation. The ideal applicant would also have broad content knowledge related to suicide, overdose, and ACEs, as well as shared risk and protective factors. The ideal applicant will also have demonstrated experience using an equity lens in their approach to program evaluation.

### METHOD OF PAYMENT
NACCHO will pay the selected consultant 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 consultant to provide assistance that supports completion of the scope of work.

- Serve as liaison between the awarded LHDs and consultant as needed
- Provide background information, including work product and materials produced as a part of the project
- Provide additional materials and/or information as needed for consultant to develop the overarching initiative products
- Provide feedback and edits to deliverables
**PROPOSAL RESPONSE FORMAT**

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

A. **Project Narrative** (not to exceed 4 pages) that includes:
   a. A description of the methodology proposed to meet each of the deliverables listed above, including a description of any conceptual framework/theory/model that informs the methodology.

B. **Relevant Personnel**
   a. A description of any other consultants/firms that will be engaged on this project with CV/resumes.

C. **Project Deliverables and Timeline**: A realistic workplan and timeline that includes expected deliverables to be completed over a 9-month project period (approximately November 2023-July 2024).

D. **Line-Item Budget and Narrative** (not to exceed $30,000) using NACCHO’s templates linked below.

E. **Links to examples of work** (not to exceed five examples).

F. Attachments (not included in page count)
   a. Required: Complete and submit the [Budget](#) and [Budget Narrative](#) templates

G. Required: Complete and submit the [Vendor Information Form](#)
   a. Required: Complete and submit the [Certification of Non-Debarment](#)
   b. Required: Submit a signed [W-9](#)
   c. Required: Proof of active registration with SAM.gov in accordance with active DUNS number. **For applicants without a SAM number, please note that it takes at a minimum 7-10 business days to receive a number after registration. Please plan accordingly to ensure an active SAM number at the time of submission.**
   d. Required: Resume(s) of staff involved in project

**SELECTION PROCESS**

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

**Scoring and considerations**
- Project Narrative (35%)
- Relevant Personnel Experience (35%)
- Examples of Work (25%)
- Budget and Narrative (5%)

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 Intersecting Suicide, Overdose, and Adverse Childhood Experiences Prevention: Evaluation Consultant opportunity 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 **October 25, 2023, at 5:00pm ET.** Submissions after this deadline will not be considered. Proposals should be submitted electronically, in PDF format, via e-mail to:

   Katherine Palm
   Senior Program Analyst, Injury & Violence Prevention Team
   kpalm@naccho.org

4. NACCHO will confirm receipt of all applications within two business days, however, confirmation of receipt does not guarantee verification of completeness.

Applicants will be notified of their selection status by e-mail to the project point-of-contact on or around November 15, 2023. The selected applicant 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.
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:

<table>
<thead>
<tr>
<th>Invoice No.</th>
<th>Amount Deliverable Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoice I</td>
<td></td>
</tr>
<tr>
<td>Invoice II</td>
<td></td>
</tr>
<tr>
<td>Invoice III</td>
<td></td>
</tr>
</tbody>
</table>
(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 a 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.


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: ___________________________
Federal Tax ID No.: DUNS No.: ___________________________

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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 serves 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.