REQUEST FOR PROPOSALS

Exploring Collaborative Partnerships between Community Health Centers and Local Health Departments

National Association of County and City Health Officials (NACCHO)

Release Date: April 6, 2015
OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of 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 local health departments 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 local health departments with federal policymakers for adequate resources, appropriate public health legislation, and sensible policies to address the myriad challenges facing communities.

With support from the Health Resources and Services Administration (HRSA), NACCHO is pleased to offer a funding opportunity for a consultant to assist in identifying promising practices for LHDs that are working toward achieving the “triple aim” of improving the quality of health care, reducing health care costs, and improving population health. Specifically, NACCHO is seeking to understand the characteristics and practices of successful LHD-community health center partnerships toward achieving this triple aim. The consultant will produce a final report describing methods, results and recommendations for successful collaborative practices.

Approximately $25,000 is available. Proposals must be submitted no later than Friday, April 24, 2015 at 6:30 pm E.T | 3:30 pm P.T. A selection will be made by Friday, May 8. The project period will run from the date of contract execution to August 26, 2015. All necessary information regarding the project and proposal process may be found in this Request for Proposal (RFP). Applicants may pose individual questions to NACCHO at any point during the process by contacting Tiffany Huang, Program Analyst for Assessment and Planning, at thuang@naccho.org or (202) 507-4207.

ELIGIBILITY AND CONTRACT TERMS

Agreement with NACCHO standard contract terms and conditions is a requirement. No modifications to the terms or contract language will be made. Contractors that cannot agree to NACCHO’s contract language should not apply for this initiative. As part of the proposal, 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. Bidders should review all terms and conditions to determine whether or not they are appropriate for submitting a proposal.

- NACCHO Standard Contract Language (Non-Member) – [Contract]
- NACCHO Standard Contract Language (Member) – [Contract]
SCHEDULE OF EVENTS

Please note the following deadlines and events for this proposal. Applicants must be prepared to start work at the earliest date possible.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Proposal release date</td>
<td>Monday, April 6, 2015</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>Friday, April 24, 2015</td>
</tr>
<tr>
<td>Award Notification Date</td>
<td>Friday, May 8, 2015</td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td>Monday, June 1, 2015</td>
</tr>
<tr>
<td>Anticipated Contract End Date</td>
<td>Wednesday, August 26, 2015</td>
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</table>

PROJECT GOALS & TECHNICAL REQUIREMENTS

Background
The Affordable Care Act (ACA) established a “Triple Aim” to improve the quality of health care, reduce the cost of care, and improve population health. A critical role in a community that seeks to achieve the Triple Aim is an “integrator”. Integrators are entities that embrace the Triple Aim and perform the following five functions in a community: partnering with individuals and families; redesigning primary care; managing population health; managing health care financing; and integrating different components of the health system. Local health departments are key players in achieving the Triple Aim. However, they may not demonstrate all five roles necessary to serve as integrators.

Community health centers are also critical players in achieving the Triple Aim. By building successful partnerships, local health departments and community health centers can align their individual roles such that they are able to co-function as integrators in their communities. For local health departments to play a leading role in achieving the Triple Aim, they must have the knowledge, skills, and abilities to successfully partner with community health centers. By answering a series of questions, the consultant will contribute to an effort to ensure that community health centers and local health departments have the capacities and resources they need to collaborate with each other and achieve the triple aim.

Services Requested
NACCHO seeks a consultant to develop and conduct three focus groups or interviews that will inform the development of training materials for local health departments to actively engage in successful partnerships with community health centers. The project period runs through August 26, 2015.

Questions to be Answered:

1. What criteria describe successful partnerships between community health centers and local health departments that are working to achieve the Triple Aim?
2. What are promising collaborative practices that community health centers and local health departments can implement to improve quality of care, cost of care, and population health?

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3 Exploring Collaborative Partnerships between Community Health Centers and Local Health Departments - RFP
3. What are the associated facilitating factors, barriers, and strategies for overcoming challenges to these partnerships?

**Final Products**

The consultant will provide NACCHO with the following as a part of his/her final product:

- A list of community health centers co-located with or led by local health departments (to be developed in conjunction with the National Association of Community Health Centers (NACHC))
- A final report describing methods used and results to answer Research Questions 1-3, including recommendations for local health departments. The final report will be presented in a format agreed upon by the consultant and NACCHO to ensure all findings can be easily translated to the field and to NACCHO’s members;
- As-needed subject matter expertise in the development of relevant resources and training materials.

In addition, the consultant will engage NACCHO as an author/co-author on any manuscripts resulting from this project.

**SCOPE OF WORK**

The following table outlines the tasks expected of the selected contractor to adequately respond to Parts 1-3 outlined in the Project Goals and Technical Requirements:

<table>
<thead>
<tr>
<th>Primary Task/Deliverable</th>
<th>Estimated Time-line</th>
<th>Payment Schedule</th>
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<tbody>
<tr>
<td>Anticipatory contract start date</td>
<td>Monday, June 1, 2015</td>
<td></td>
</tr>
<tr>
<td>Introductory call with NACCHO and HRSA</td>
<td>Phone call conducted by June 8, 2015</td>
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<tr>
<td>As-needed check-ins with NACCHO</td>
<td>Frequency to be determined by the consultant and NACCHO after the start of the contract</td>
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<tr>
<td>Final workplan and proposed methodology</td>
<td>Submitted by June 26, 2015</td>
<td>Invoice #1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Invoice amount: $10,000</td>
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<td></td>
<td></td>
<td>Invoice submitted by June 26 upon receipt of deliverables</td>
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<tr>
<td>Completion of focus group interviews for questions 1-3</td>
<td>Submitted by July 31, 2015</td>
<td>Invoice #2</td>
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<tr>
<td></td>
<td></td>
<td>Invoice amount: $10,000</td>
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<tr>
<td></td>
<td></td>
<td>Invoice submitted by July 31 upon receipt of deliverables</td>
</tr>
<tr>
<td>Final product (see “Project Goals &amp; Technical Requirements/Final Product” (page 4) for details)</td>
<td>Submitted by August 26, 2015</td>
<td>Invoice #3</td>
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<tr>
<td></td>
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<td>Invoice amount: $5,000</td>
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<td></td>
<td></td>
<td>Invoice submitted by August 26 upon receipt of deliverables</td>
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**Method of Payment**

NACCHO will pay the selected contractor in three (3) installments of $10,000, $10,000, and $5,000, upon receipt of deliverables per the payment schedule identified in the Scope of Work. NACCHO reserves the right to make changes to the project timeline and payment schedule if necessary.
NACCHO Support
NACCHO staff will serve as a resource to the contractor to ensure adequate completion of the Scope of Work and achievement of project goals by fulfilling the following responsibilities:

- Provide background information related to the project, including access to NACCHO reports, data, and other resources necessary to complete the tasks above.
- Provide access to and use of NACCHO conference lines to conduct webinars and calls.
- Provide access to an electronic survey account (Qualtrics).
- Provide direct technical assistance for completion of tasks, including phone or e-mail consultations.

PROPOSAL RESPONSE FORMAT
Proposal must be prepared using forms and information provided in this announcement. The Proposal Package (part 2) must be limited to no more than 3, single-spaced, 8½” x 11”, pages when printed by NACCHO. Use an easily readable typeface, such as Times New Roman or Arial, 12-point font. Tables may be single spaced and use alternate fonts but must be easily readable. The page limit does not include the cover sheet, supporting documentation, or budget proposal. All pages, charts, figures, and tables should be numbered. Applicants that exceed the specified limits of 3 pages of the proposal package when printed by NACCHO will not be considered.

Successful proposals will contain the following information:

1. Cover Sheet
   Please complete the hyperlinked Vendor Information Form and submit as your proposal’s cover sheet. This information will also be used in the event that the submitting agency is selected and engages in a contract with NACCHO. The cover sheet does not count toward the 3-page limit.

2. Proposal Package
   This RFP seeks to answer the Research Questions 1-3. Successful proposals must provide evidence of one’s expertise, abilities, and commitment to answering these questions. Use the following outline (Parts A-G) to describe your experience, capacity, and proposed timeline for successfully completing this project:

   Outline:
   A. Describe your understanding of the public health problem
   B. Provide sufficient detail to demonstrate knowledge, skills, and abilities to perform the functions outlined in the RFP.
   C. Describe, in detail, your proposed methodology for meeting all project requirements, specifically how you will respond and formulate responses to Parts 1-3
   D. Provide a realistic work plan including intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion.
   E. Describe your anticipated deliverables and how they may be translated into practice to support local health departments.
   F. Describe what you need from NACCHO to be successful (e.g., connections with members, check in calls).
   G. Acknowledge the following statement in the final page of your application: “I have read NACCHO’s standard contract language and provided a copy to the individual with signing authority at my organization for advanced consideration.”

3. Supporting Documentation
   - Resume/CV – Provide resumes/CVs for each staff member responsible for project implementation, project management, or other positions identified in the requirements of the RFP.
• Provide at least one (1) example of a relevant publication or work product that demonstrates your expertise and ability to produce high quality results and translate your findings into practice.
• Provide one (1) reference for which you have performed work similar to the requirements of this RFP.

4. **Budget Proposal**
Use the table below as a guide for presenting your line item budget, not to exceed $25,000, that clearly outlines the dollar amount, percent of total budget, and a narrative cost justification for each line item. The following items are **not** allowable expenses: Alcoholic Beverages; Bad Debts; Contributions and donations; Entertainment Costs; Fines and penalties; Goods and services for personal use; Lobbying; and Losses on other awards.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>$ Amount</th>
<th>% of Total Budget</th>
<th>Cost Justification</th>
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<tbody>
<tr>
<td>Personnel costs (number of staff &amp; salary wages or hourly fees)</td>
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<tr>
<td>Benefits</td>
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<td>Travel</td>
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<tr>
<td>Equipment</td>
<td></td>
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<tr>
<td>Funds to be supplied to other consultants, if applicable</td>
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<td></td>
<td></td>
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<tr>
<td>Other (supplies, printing, etc.)</td>
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<tr>
<td><strong>Total Budget (up to $25,000)</strong></td>
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**SELECTION CRITERIA**
A selection committee composed of representatives from NACCHO will review and score submissions for this RFP. The criteria listed below will be used to evaluate proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP:

• Completeness of the Proposal Package
• Evidence of significant expertise in qualitative analysis
• Evidence of significant consulting experience in the public sector and at the community level
• At least one work product (e.g., manuscript, slide deck) that demonstrate high quality consultation and the ability to translate findings into practice
• Completeness, clarity, and perceived ability to successfully implement and complete the proposal within the project period
• Realistic and appropriate budget
• One (1) positive reference
• Demonstration of overall commitment

**SUBMISSION INSTRUCTIONS**
Final response to this RFP should be submitted by **Friday, April 24, 2015**. Responses submitted after this deadline will not be considered. Proposals should be submitted in a single email to thuang@naccho.org. Use as a Subject Line: “Triple Aim RFP”. All questions may also be directed to thuang@naccho.org.
RESOURCES
Please find below, links to additional information, forms, and resources needed for this proposal submission:

**Required Proposal Resources**

- NACCHO Standard Contract Language (Non-Member) – [Contract](#)
- NACCHO Standard Contract Language (Member) – [Contract](#)
- Vendor Information Form - [Form](#)
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 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, 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 $#####.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. Invoices may be submitted in increments of (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!) The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 20 days after the end 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. **INDEMNIFICATION:** Contractor agrees to defend, hold harmless and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys’ fees) arising out of or connected with Contractor's services under this Agreement, including, but not limited to, any accident or injury to persons or property.

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. **CONFIDENTIALITY:** It is expected that Contractor will have access to confidential information of NACCHO in the performance of services under this Agreement. Contractor agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NACCHO that could reasonably be considered to be confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Contractor may file information as required to federal, state or local governments, and disclose information to Contractor’s or NACCHO’s auditor for audit purposes. (THIS CLAUSE IS NOT NECESSARY UNLESS YOU ARE WORKING WITH CONFIDENTIAL INFORMATION.)

9. **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 U.S. Department of Health and Human Services.

10. **RESOLUTION OF DISPUTES:** Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

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

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

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

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

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

16. **REMEDIES FOR MISTAKES:** If work that is prepared by the 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.

17. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:** Contractor’s use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor’s responsibility to understand and comply with all requirements set forth therein.


19. **DEBARRED OR SUSPENDED CONTRACTORS:** Pursuant to OMB Circular A-110, 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."

20. **COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:** Pursuant to OMB Circular A-110, 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. **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:
Contract Specialist

National Association of County and City Health Officials

1100 17th Street, N.W., 7th Floor

Washington, D.C. 20036

Tel. (202) 507-4272

Fax (202) 783-1583

Email: mtsanga@naccho.org

FOR CONTRACTOR:

Tel:

Fax:

Email:

23. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

NACCHO:  
By: ____________________________

Name: ___________Dawn Richardson________

Title: Senior Director of Grants and Contracts

Date: ____________________________

Federal Tax ID No:

12 Exploring Collaborative Partnerships between Community Health Centers and Local Health Departments - RFP
CONTRACTOR AGREEMENT
(Consultants/Professional Services)

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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

4. 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.

5. 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.

6. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor $#####.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. Invoices may be submitted in
increments of *(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!)*

The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 20 days after the end of the Agreement.

**ARTICLE II: GENERAL PROVISIONS**

24. **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.

25. **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.

26. **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.

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

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

29. **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.

30. **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.

31. **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 U.S. Department of Health and Human Services.

32. **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 consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant 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.

33. **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.

34. **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.
35. **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.

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

37. **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.

38. **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.

39. **COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:** Contractor’s use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor’s responsibility to understand and comply with all requirements set forth therein.


41. **DEBARRED OR SUSPENDED CONTRACTORS:** Pursuant to OMB Circular A-110, 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."

42. **LOBBYING RESTRICTIONS AND DISCLOSURES:** Pursuant to OMB Circular A-110, 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

43. **COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS:** Pursuant to OMB Circular A-110, 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.).

44. **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.”

45. **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:
Contract Specialist
National Association of County and City Health Officials
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 507-4272
Fax (202) 783-1583
Email: mtsanga@naccho.org

FOR CONTRACTOR:
(Name and address of Contractor’s Contract Officer or Designee, including telephone and fax.)
46. **AUTHORITY TO BIND:** Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

**NACCHO:**

By: ___________________________

Name: Dawn P. Richardson

Title: Senior Director of Grants and Contracts

Date: __________________________

Federal Tax ID No: __________________

**CONTRACTOR:**

By: ___________________________

Name: ___________________________

Title: ___________________________

Date: ___________________________