

REQUEST FOR PROPOSALS

Developing a Community Status Assessment Guide for NACCHO's Mobilizing for Action through Planning and Partnerships (MAPP) Framework

Applications must be submitted electronically, in Word format, no later than **5:00 p.m. Eastern Standard Time on Friday, December 18, 2020.**

OVERVIEW

NACCHO is the voice of close to 3,000 local health departments (LHDs) across the country. 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 public health challenges facing communities.

With funding from the Health Resources and Services Administration (HRSA), NACCHO will award up to **\$50,000 total** through August 2021 for a consultant, or consulting firm, to collaborate with NACCHO to develop a detailed guide to conducting a community status assessment (CSA) as a part of NACCHO's process to evolve its flagship [Mobilizing for Action through Planning and Partnerships \(MAPP\)](#) community health improvement (CHI) framework. Proposals will be accepted until **5:00pm EST on December 18, 2020.**

PROJECT BACKGROUND

Developed in 2001, NACCHO's Mobilizing for Action through Planning and Partnerships (MAPP) framework is now one of the most widely used and reputable community health improvement (CHI) frameworks in the field. MAPP provides a structured process for communities to assess their most pressing population health issues and align resources across sectors to take strategic action on the social and structural determinants that lead to and perpetuate poor health outcomes and inequities. Underlying principles of MAPP include health equity; authentic community engagement; mix-methods assessments; cross-sectoral partnerships; continuous improvement; and a focus on developing action plans that include policy, systems, and environmental change.

A key distinction of the MAPP framework has been its inclusion of four different assessments – the Community Health Status Assessment, Community Themes and Strengths, Local Public Health System assessments, and Forces of Change – which contribute to a comprehensive community health (needs) assessment (CH[N]A). The CH(N)A is a notable opportunity for cross-sectoral collaboration and alignment among health departments, health centers, non-profit hospitals, and other entities who comprise the public health system and healthcare safety net to meet national standards. This includes public health accreditation for health departments, as well as federal requirements for hospitals and health centers.

In 2019, an evaluation of MAPP revealed that it is effective in initiating cross-sector partnerships, gathering community perspectives, meeting accreditation and federal requirements, and raising awareness of health equity. However, it also provided foundational evidence for the need to further embed health equity and community engagement in MAPP, revise the framework to be more adaptable and responsive to emerging community needs, facilitate sustained partner engagement, and offer more advanced training and guidance, including on how to conduct the CH(N)A. To further explore recommendations from the evaluation, NACCHO collected extensive field feedback and conducted an environmental scan of field practices and the literature to

develop a blueprint for redesigning the MAPP framework to better meet field needs. Through this process, NACCHO is transitioning from the former four MAPP assessments to the following three:

- 1) **Community Status Assessment** - Quantitatively describes the community, including demographics, health status, contributing factors (e.g., social determinants of health [SDOH]), health equity indicators, and across all these variables, existing inequities.
- 2) **Community Partners Assessment** – Provides a structure to understand the individual and collective capacity of cross-sectoral community partners to improve population health and address the root causes of health inequities. It allows partners to look critically within their own systems and processes, reflect on their role in promoting community health, and understand the degree to which they are addressing or perpetuating health inequities across a spectrum of action ranging from the individual to systemic and structural levels.
- 3) **Community Context Assessment** - Digs deeper to understand the inequities identified in the Status Assessment, fill in data gaps, and explore the context of the community through the lens of those with lived experience. This assessment moves beyond perceived community needs to understand a community's strengths, assets, and culture, recognizing that all communities have a vibrancy that must be leveraged in community improvement. It also assesses the historical and structural systems of oppression that created inequities within the community

The focus of this project is to develop detailed guidance for conducting the CSA which is similar to the community health status assessment of the existing framework; it quantitatively describes the health status, contributing factors, and inequities within the community. Forces of change are explored through a trend analysis of key indicators over time to understand factors such as demographic shifts or unemployment rates. This foundational assessment also elucidates both data gaps and inequities that need to be further explored through additional assessments. Although this assessment is largely similar to the previous community health status assessment, it will further emphasize the need to go beyond health indicators to understand contributing factors like SDOH and elevate of the need for non-traditional indicators to examine the root causes of inequities such as civic participation or mass incarceration. As a part of the MAPP evolution process, NACCHO is seeking a consultant to develop CSA guidance to address the following field needs:

- Tiered guidance – The CSA requires a combination of secondary and primary data collection methods that can be resource intensive. As MAPP communities have varying levels of capacity, expertise, staffing, and funding to devote to a CSA, NACCHO will offer tiered guidance that outlines data collection methods with varying levels of rigor (e.g., representative samples, convenience sampling) for communities to select based on their capacity.
- Health equity and SDOH data – The CSA in the revised MAPP framework will emphasize moving beyond traditional health indicators to incorporate health equity and SDOH. The field needs concrete guidance to identify relevant SDOH and health equity indicators; how to access these data; and alternative approaches when the data are not available.
- Identifying Inequities – MAPP emphasizes the importance of identifying inequities through the CSA by collecting additional sub-population data where secondary data are not available and data disaggregation (e.g., by race, gender, neighborhood). The field needs guidance on primary data collection, how and where to access sub-population data (e.g., Native American populations), and data disaggregation to identify inequities.
- CSA Timelines – A significant challenge in the field is aligning timelines of a CH[N]A across sectors with different requirements, i.e., hospitals must conduct an assessment every 3 years while many health departments are on a 5-year timeline. The field needs guidance on how best to align these timelines and

how to make the CSA timelier and more dynamic instead of a static assessment that becomes quickly outdated.

With support from HRSA, and in consultation with CDC and other stakeholders, NACCHO is seeking a consultant to develop a detailed CSA guide which address the outlined needs as a part of the MAPP redesign. Further information on the MAPP evolution can be found in the MAPP Evolution Executive Summary Report on the NACCHO website here: www.naccho.org/mapp.

PROJECT DESCRIPTION AND REQUIREMENTS

NACCHO will award up to \$50,000 total to develop a comprehensive guide and supplemental tools to conduct a CSA as a part of the revised MAPP CHI process. The consultant must work with NACCHO to understand field needs around conducting successful CSAs, exploring relevant resources and literature to inform the guidance, and producing a detailed, user-friendly guide and tools designed for MAPP Coordinators or other leaders of a CSA. The development of this guide should be a collaborative and field informed process which may require rounds of revisions in each phase of the development. The consultant will be required to work with NACCHO and the field to determine relevant content for inclusion in the guide and at a minimum must include the following areas:

- **Preparation and framing the CSA**
 - a. Detailed description of how the CSA relates to the other two revised assessment of the framework and to the broader MAPP process
 - b. Description of considerations for establishing a CSA cycle timeline, i.e., frequency of data collection, including ongoing assessment
 - c. Considerations for meeting national standards or requirements for CH[N]As, including the Public Health Accreditation Board, Internal Revenue Services, and Health Resources and Services Administration¹
 - d. Considerations for how to adopt national frameworks, including Healthy People 2030, as a part of the CSA process
 - e. Community engagement considerations including how a CSA can be driven by community voice
 - f. Critical steps for designing and implementing a CSA, from planning to implementation. Considerations and tiered guidance for each step of the CSA process to meet needs of communities with varying levels of technical skills, resources, and experience
- **Primary and Secondary Data Collection**
 - a. Guidance around selecting indicators for a CSA, including recommendations for priority indicators which range from health outcomes, risk behaviors, SDOH, and root causes of inequity, i.e., structural determinants
 - b. Compilation of secondary data sources at the local, state, and national levels, and associated considerations for secondary data collection and analysis at the local level
 - c. Alternative methods for primary data collection when secondary data are not available for specific sub-populations.
 - d. Primary data collection methods with varying levels of rigor to meet needs of communities with different levels of resources and capacity

¹ The Public Health Accreditation Board (PHAB) requires health departments to complete a community health assessment (CHA) and the Internal Revenue Service (IRS) and the Health Resources and Services Administration (HRSA) requires non-profit hospitals and health centers, respectively, to complete a community health (needs) assessment CH[N]A. These terms are often used interchangeably.

- e. Considerations for data collection in priority, hard-to-reach populations
- **Social determinants of health and health equity focus**
 - a. Guidance for data collection on the social determinants of health (e.g., housing, education) and root causes of health inequity (e.g., mass incarceration, civic participation).
- **Data analysis**
 - a. Guidance on data analysis, identifying trends over time, and data disaggregation to identify health inequities across sub-populations (e.g., by race, ethnicity, gender, neighborhood)
 - b. Guidance for integrating results into the larger MAPP process including data triangulation across other MAPP assessments
- **Data sharing**
 - a. Considerations for improving data sharing, access, and transparency
 - b. Guidance on approaches to presenting CSA findings to community partners and members

Scope of Work

The scope of work for this project includes working with NACCHO staff to acquire necessary background information on MAPP and field needs, develop a plan for engaging and collaborating with stakeholders through the project lifespan, environmental scan of relevant data resources to inform content, and development of a CSA guide. Specific activities and deliverables include:

- Maintain regular communications with NACCHO project staff. Coordinate, set-up, and participate in regularly scheduled check-ins with NACCHO staff to ensure collaboration and progress, as appropriate. It will be expected that evidence of progress be submitted with each invoice. Consultants can use NACCHO's conference line but will be responsible for coordinating and setting-up check-ins in accordance with project needs.
- Develop and implement a field engagement plan. Collaborate with NACCHO staff to develop and implement a field engagement plan to ensure the guide speaks to the needs of a variety of MAPP communities ranging in jurisdiction size; jurisdiction type (e.g., urban, rural); CSA experience; and CSA capacity. This should also include engagement of relevant subject matters experts (e.g., data, health equity) and other consultants working on the MAPP redesign, as needed.
- Develop detailed outline of CSA Guide. A detailed outline of the CSA guide content addressing each of the field needs above submitted to NACCHO for review by **March 10, 2021**.
- Develop a guide to conducting a CSA as a part of a MAPP process. Based on the NACCHO-approved guide outline, a final CSA guide must be submitted to NACCHO **no later than August 31, 2021**. The final product must at a minimum address all the requirements outlined above and incorporate stakeholder feedback throughout the duration of the project. One to two rounds of review/revisions by NACCHO, HRSA, and CDC staff must be incorporated into the final product.
- Develop supplemental tools. Development of supplemental tools including a compendium of national, state, and local level secondary data sources; a recommended list of high priority indicators for inclusion in a CSA which includes a combination of health outcomes, risk behaviors, social determinants of health, and structural determinants; and template primary data collection tool(s) (e.g., survey instruments) for adaptation across communities. Final tools must be incorporated into the guide with NACCHO, HRSA, and CDC feedback **no later than August 31, 2021**.
- Develop webinar content for conducting a CSA as a part of a MAPP process. Develop content for a 90-minute webinar, including slides and talking points, presenting content in the guide on how to conduct a CSA as a part of the MAPP process. One round of NACCHO review must be incorporated into the slides.

- Lead one national webinar on conducting a CSA as a part of a MAPP process. Present webinar content to the field, including a question and answer session **no later than August 31, 2021.**

Note that NACCHO will retain full ownership of products developed and reserves the right to make adjustments and revisions as field needs evolve and additional feedback is collected throughout the MAPP evolution process.

PROPOSAL RESPONSE FORMAT

To be considered for this project, proposals must be in Word format and should **not exceed 10 pages**, single-spaced, no smaller than 11-point type, and with 1" margins, including the following:

A. Project Narrative and Proposed Methods:

A detailed project narrative and description of the proposed methodology for completing each component of the scope of work outlined above including:

- Methods for soliciting relevant stakeholder feedback, including funders, field practitioners, and field experts. Narrative should include methods for exploring each outlined component of the CSA guide described above to ensure it is timely, relevant, and informed by existing field practice and research.
- Proposed methods for identification of a recommended list of priority indicators for inclusion in the CSA guide, including an environmental scan of existing literature and resources.
- Development of a compendium of secondary data sources at the national, state, and local levels.
- A description of how a health equity lens will be integrated into the content of the guide.
- A description of the consultant's knowledge and expertise with conducting community health assessments; quantitative data collection and analysis, including primary and secondary data collection; MAPP or other community health improvement planning processes; local public health practice; and broad familiarity with public health data resources at the national, state, and local levels
- The name of the primary staff and other significant contributors, including qualifications (resume or CV) and role.

B. Line Item budget, not to exceed \$50,000 that clearly outlines:

- Personnel (number of staff, percent effort to the project and salary wages or hourly fees).
- Funds to be provided to other consultants/firms working on the project, if applicable.
- Other costs associated with the evaluation.

Funds may not be used to purchase equipment, pay for food and beverages, or support lobbying of any kind. 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 the federal Executive Schedule Level II (currently \$197,300).

C. Project Deliverables and Timeline:

A detailed work plan and timeline that includes intermediate steps for achieving project requirements, expected product deliverables, and timeline for completion within the project period (*Approx. January 2021 – August 31, 2021*).

If selected, NACCHO may request revisions to the proposed methodology and work plan and will work in collaboration with the consultant to finalize the work plan.

NACCHO RESPONSIBILITIES

NACCHO performance improvement staff will oversee the contract and serve as the contact for the consultant. Other responsibilities include:

- Provide background information and available data on field needs.
- Connect consultant to MAPP communities and subject matter experts (e.g., health equity), as needed.
- Connect consultant to other consultants working on other relevant MAPP redesign efforts.
- Review timelines and all materials, in draft form, and recommend revisions.
- Attend regularly scheduled calls for collaboration and progress checks.
- Serve as liaison to HRSA and CDC reviewers (HRSA, CDC and NACCHO comments/revisions will be combined), although discussion and interaction with both HRSA, CDC and NACCHO may occur as needed.

PROJECT TIMELINE AND PAYMENT SCHEDULE

The following dates represent estimated project deadlines and milestones:

- Mid-November 2020: RFP released
- December 4, 2020: Questions regarding RFP due to NACCHO (e-mail to Pooja Verma at pverma@naccho.org)
- December 7, 2020: NACCHO shares a written list of answers to all submitted questions to all vendors and posts online
- December 18, 2020: Proposals due to NACCHO by 5 PM ET
- December 28, 2020: NACCHO notifies selected vendor of award
- January 4, 2021: Vendor accepts award
- January 18, 2021: Contract fully executed
- March 10, 2021: Field engagement plan and CSA guide outline submitted to NACCHO
- August 6, 2021: Draft of assessment and guidance submitted for NACCHO, HRSA & CDC review
- August 15, 2021: Draft webinar content for conducting a CSA submitted for review
- August 31, 2021: Final guide submitted to NACCHO
- August 31, 2021: Host national webinar

The selected vendor will be awarded a contract for goods and services and will be paid in three installments across the project period (estimated January 18-August 31, 2021):

- \$15,000 upon attendance in regularly scheduled check-in calls with NACCHO and other stakeholders and submission of documentation of progress such as field engagement plan, CSA guide outline, draft content, etc. (April 30, 2021)
- \$15,000 upon submission of progress on a draft guide, supplemental tools, webinar content (June 31, 2021)
- \$20,000 upon submission of final guide and delivery of national webinar, which incorporates NACCHO and stakeholder feedback (August 31, 2021)

NACCHO reserves the right to make changes to the project timeline and payment schedule, if necessary.

CONTRACT TERMS AND CONDITIONS

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 application, the contractor will be asked to verify that he has read NACCHO's standard contract language (see Appendix) 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 they are appropriate for submitting a proposal.

SELECTION CRITERIA

Each proposal will be reviewed and rated on the following elements:

- **Understanding of Project Purpose and Goals:** Applicant has a clear understanding of the project goals and deliverables.
- **Relevant Expertise:** Applicant has clearly documented evidence of their (and that of the proposed project

staff) subject matter expertise and experience in the proposed content area. Strong expertise in conducting community health status assessment, community health improvement processes is a must. Understanding of health equity and social determinants of health and how they relate to community assessment processes.

- **Operational Plan:** The proposal includes a clear, feasible, appropriate, detailed, and rigorous methodology and plan to effectively meet the goals and deliverables of the project.
- **Project Timeline:** The proposal includes a detailed and realistic timeline for the project period, with all deliverables completed by the dates referenced.
- **Budget:** The proposal includes a detailed, line item budget justifying the proposed expenses and the expenses are appropriate for the purposes of the deliverables.

Please note that submission of a proposal is a statement of acceptance of NACCHO's standard form contract. If any items cannot be accepted, these issues need to be resolved prior to submitting a proposal.

SUBMISSION INSTRUCTIONS

Submissions must be electronic, in Word format. The deadline for submission is **5 pm, Eastern Standard Time, Friday, December 18, 2020**. Decisions will be made, and applicants will be notified of their selection status, no later than January 4, 2021. Proposals should be submitted, in Microsoft Word, via e-mail to:

Pooja Verma

Lead Analyst, Performance Improvement

NACCHO

(202) 507-4206

pverma@naccho.org

Funding and Disclaimer Notices

This project is supported by a grant from the Human Resources and Services Administration as a part of the National Organizations of State and Local Officials (NOSLO) program. HRSA does not endorse any particular product, service, or enterprise. Views expressed in related products do not necessarily reflect those of HRSA or Health and Human Services.

This RFP is not binding on NACCHO, nor does it constitute a contractual offer. Without limiting the foregoing, NACCHO reserves the right, in its sole discretion, to reject any or all proposals; to modify, supplement, or cancel the RFP; to waive any deviation from the RFP; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFP. Under no circumstances shall NACCHO be liable for any costs incurred by any person in connection with the preparation and submission of a response to this RFP.

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 (l) 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

- 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.
- 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.
- 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:

By: _____

Name: Jerome Chester

Title: Chief Financial Officer

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID No.:

DUNS No.: _____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK