

Proposals due Thursday, January 29, 2015 | 6:30PM Eastern Time | 3:30PM Pacific Time



REQUEST FOR PROPOSALS

Building a New Knowledge Base for Public Health Financing

National Association of County and City Health Officials (NACCHO)

Release Date: Friday, December 19, 2014

OVERVIEW

The National Association of County and City Health Officials (NACCHO) is the voice of approximately 2,800 local health departments 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 of challenges facing communities.

With support from the Centers for Disease Control and Prevention, NACCHO is pleased to offer a funding opportunity for a consultant to assist in identifying local health departments' unique role and value in a changing health care market place and identify strategic opportunities for financing public health. NACCHO will solicit proposals from health economists, actuaries, and other finance consultants to identify economic decision making processes local health departments may use to 1) determine whether to continue to provide direct services; and 2) identify financing strategies for the current and future state of their local public health system. The consultant will produce a final report detailing methods, results and recommendations for future public health and health care financing resources for local health departments.

Approximately \$100,000 is available. Proposals must be submitted no later than **Thursday, January 29, 2015** at 6:30 pm E.T | 3:30 pm P.T.. A selection will be made by Wednesday, February 3, 2015. The project period will run from the date of contract execution to June 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 Laura Snebold, Director of Public Health Transformation, at lsnebold@naccho.org or 202-507-4235.

NACCHO will host an optional teleconference call on Wednesday, January 7, 2015 (conference call 866-740-1260; passcode 5074235) at 2PM Eastern Time to walk through the RFP and respond to questions. Please note that no new information will be shared during the call. Applicants need not wait for this optional call in order to submit proposals. The call will be recorded and posted to the NACCHO website.

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.

Event	Date/Time
Bidders Conference Call	Wednesday, January 7, 2015; 2:00 pm E.T 11:00 am P.T.
Submission Deadline	Thursday, January 29, 2015; 6:30 pm E.T 3:30 pm P.T.
Award Notification Date	Wednesday, February 3, 2015
Anticipated Contract Start Date	Tuesday, February 17, 2015
Anticipated Contract End Date	Friday, June 26, 2015

PROJECT GOALS & TECHNICAL REQUIREMENTS

Background

Local public health systems and practices are adapting and transforming in response to new trends and forces in the field, including a changing public health workforce, continued reductions in state and local budgets, and implementation of the Affordable Care Act (ACA). Specifically, the ACA offers new mechanisms for paying for prevention and linking public health and health care entities to define priority areas for investing in safe, healthy, and resilient communities. Hospitals and health plans are developing new value based payment models, ranging from pay for performance to provider-sponsored plans. At the same time, local health departments are considering their unique value as service providers and/or coordinators of population health efforts to improve the quality and sustainability of their community's health system. For example, some health departments are developing new billing and reimbursement mechanisms and/or contributing to development of new networks of care, such as Accountable Care Organizations.

However, the majority of the local health department workforce is not trained in the vocabulary or strategic thinking skills routinely used by the financial sector. In order for local health departments to work to their potential through this period of change, staff must have the knowledge, skills, and abilities to engage in conversations about new ways to sustain their efforts to protect and promote their community's health, and articulate their value amidst new health-related investments. By answering a series of research questions, the consultant will contribute to a national-level effort to demonstrate local health departments' unique role in achieving the triple aim.

Services Requested

NACCHO seeks a consultant to answer a series of research questions that will inform 1) local-level public health financing strategies and 2) the development of training materials for local health departments to actively engage in and contribute to the transformation and sustainability of new and emerging health systems. The project period runs through June 26, 2015.

Questions to be Answered:

1: Industry/Marketplace Analysis

- a) What steps should a local health department take to conduct an industry analysis that describes the current state of and emerging trends in their jurisdiction’s public health and health care market?
- b) What economic decision making process should local health departments use to assess whether to continue to provide clinical services?

2: Agency-Level Portfolio Analysis

- a) Given what is reimbursable through the ACA and the constellation of existing services and programs in a local jurisdiction, what new or existing financing streams should a local health department consider?
- b) How will local health departments set up financing structures, including billing and reimbursement systems that allow them to engage in new health systems/networks of care?

3: Value Creation

- a) What economic arguments will influence how hospitals, health plans, and other population health entities value and invest in a local health department, both as a clinical provider and a convener and coordinator of cross-sector community partners?

Final Product

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

- A final report describing methods used and results of methods used 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;
- One e-Learning presentation to disseminate findings; and
- 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:

Primary Task/Deliverable	Estimated Time-line	Payment Schedule
Introductory call with NACCHO	Phone call conducted by Friday, February 19	
As-needed check-ins with NACCHO	Frequency to be determined by the consultant and NACCHO after the start of the contract	
Final workplan and proposed methodology	Submitted by February 27, 2015	Invoice #1 Invoice amount: \$50,000.00 Invoice submitted by February 26, 2015

		upon receipt of deliverables.
First draft of responses to Research Questions 1-3	Submitted by April 29, 2015	Invoice #2 Invoice amount: \$25,000.00 Invoice submitted by May 1, 2015 upon receipt of deliverables
Final product (see "Project Goals & Technical Requirements/Final Product" (page 4) for details)	Submitted by June 26, 2015	Invoice #3 Invoice amount: \$25,000.00 Invoice submitted by June 26, 2015 upon receipt of deliverables

Method of Payment

NACCHO will pay the selected contractor in three (3) installments of \$50,000, \$25,000, and \$25,000, 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 5, 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 5 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.

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 two (2) examples of relevant publications or work products that demonstrate your expertise and ability to produce high quality results and translate your findings into practice.
- Provide two (2) references 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 \$100,000 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

Line Item	\$ Amount	% of Total Budget	Cost Justification
Personnel costs (number of staff & salary wages or hourly fees)			
Benefits			
Travel			
Equipment			
Funds to be supplied to other consultants, if applicable			
Other (supplies, printing, etc.)			
Total Budget (up to \$100,000)			

SELECTION CRITERIA

A multidisciplinary selection committee composed of representatives from NACCHO and CDC 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 industry and portfolio analysis, and value creation
- Evidence of significant consulting experience in the public sector and at the community level
- At least two work products (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
- Two (2) positive references
- Demonstration of overall commitment

SUBMISSION INSTRUCTIONS

Final response to this RFP should be submitted by **Thursday, January 29, 2015** at 6:30 pm E.T | 3:30 pm P.T. Responses submitted after this deadline will not be considered. Proposals should be submitted in a single email to lsnebold@naccho.org. Use as a Subject Line: Public Health Financing RFP. All questions may also be directed to lsnebold@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](#)

CONTRACTOR AGREEMENT
(Non-Member Consultants/Professional Services)

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.
18. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, 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."
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:

CONTRACTOR:

By: _____

By: _____

Name: Dawn Richardson

Name: _____

Title: Senior Director of Grants and Contracts Title: _____

Date: _____

Date: _____

Federal Tax ID No:

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:

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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.
40. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, 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."
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

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.

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:

CONTRACTOR:

By: _____

By: _____

Name: Dawn P. Richardson

Name: _____

Title: Senior Director of Grants and Contracts Title: _____

Date: _____

Date: _____

Federal Tax ID No: _____