AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: National Association of County and City Health Off

Action Requested: Other County Manager Approval to apply

Parties to the Agreement: NACHHO

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Requesting approval to apply to NACCHO grant for $35,000 for 2021 for building COVID 19 Public Health Workforce

Fiscal Impact: $35,000

Submitted by: Margaret Wacker **Submitter's Email Address:** mwacker@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 12/16/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
see below

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/10/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/22/2020

Revised April 2015

Application: Building Workforce Capacity of Rural/Frontier Local Health Departments to Respond to COVID-19

Instructions: APPLICATIONS MUST BE SUBMITTED THROUGH THE ONLINE SYSTEM. COMPLETE THIS FORM IN ITS ENTIRETY AND UPLOAD YOUR ANSWERS, WHEN PROMPTED, IN THE ONLINE SYSTEM, AVAILABLE AT: https://naccho.co1.qualtrics.com/jfe/form/SV_2gZmE1E3mLsG1P7. **Applications are due by 11:59PM ET on Monday, December 7, 2020.**

Please note that responses are automatically saved each time the respondent progresses a page within the application and the responses themselves are limited to the word counts indicated. If you are having issues accessing the online application, please contact preparedness@naccho.org for other submission options. Additionally, send your completed budget template (attached here) to preparedness@naccho.org. Incomplete applications or applications received after the deadline will not be considered.

A. CONTACT INFORMATION		
Local Health Department Name: Gunnison County Health and Human Services (HHS)		
Street Address:220 N. Spruce St		
City: Gunnison	**State/Territory: CO**	**Zip Code: 81230**
Approximate population size served by LHD (number): 17,000	17000 individuals	
Primary type of population served by LHD (*select all that apply*):	X Frontier (RUCA 10) X Rural (RUCA 4-9)	LHD Address RUCA Code 7 **Gunnison County Health and Human Services, 220 N. Spruce St, Gunnison CO 81230**
ZIP codes in the LHD's jurisdiction (please list all, separating each with a comma)	81210, 81230, 81224, 81225, 81231, 81237, 81239, 81241, 81243, 81434	
Current number of staff: 44	**40** full-time equivalents (FTEs) (all staff) **35** **non-clinical** full-time equivalents (FTEs)	
Lead project contact (*agency-designated project contact for all matters pertaining to the project):* Name, Title **Ariel Tidwell, Clinical Services Supervisor** Email: **atidwell@gunnisoncounty.org** **Phone 970-641-7952**		
Lead finance contact (*agency-designated finance contact for all matters pertaining to processing contracts and invoices):* Name, Title **Jody Wise, Accountant** Email **jwise@gunnisoncounty.org** Phone **970-641-7679**		
In the last 24 months (November 2018 – November 2020) has your LHD received any grant funding from NACCHO? *(Note: this information is for tracking purposes and has no bearing on review and selection.)*	☐ Yes ☒ No	

If yes, provide a general description, dates and approximate amount of each separate grant funding received.	
B. CONTRACTING INFORMATION	
Selected LHDs will enter into a contract with NACCHO to complete the deliverable(s) selected as part of this application. To expedite the contracting process for selected sites, agreement with NACCHO standard contract terms and conditions, found here, is a requirement for application. No modifications will be made. The information below will help to begin the contracting process immediately upon selection.	
The LHD (or entity that will be contracting with NACCHO, e.g., city government), including any relevant financial or legal offices, has read NACCHO's standard contract language and would be able to enter into a contract without making modifications to the terms and conditions.	☐ Yes ☒ No
The LHD (or contracting entity) will be able to sign and return a contract to NACCHO within 30 calendar days of receipt.	☒ Yes ☐ No
If you selected 'No' to either of the above, please explain.	Gunnison County Finance and Attorney's offices will review the contract as soon as possible. We anticipate it to be acceptable.
C. CURRENT COVID-19 WORKFORCE ACTIVITIES	

C.1. *Describe your recent/current COVID-19 contact tracing and testing, and vaccine administration activities.* ***(Max 300 Words)***

Case Investigation, Contact Tracing and testing: Gunnison County HHS has been putting enormous effort into case investigation, contact tracing and case investigation. Every case is investigated within 24 hours of result to identify areas of risk for the community, potential outbreaks and isolation procedures for the case. Contacts of the positive case are notified and scheduled for testing, as well as put in quarantine within 48 hours of the result. This effort takes a significant amount of time. It takes one experienced nurse 8 hours to investigate 10 cases including reaching out to all their contacts. Gunnison County partners with the hospital to do testing and the current goal is at least 20 tests offered per day. Testing includes people tested for illness, contacts, and surgery. We offer rapid PCR tests and send out PCR tests (processed by Mayo or Curative labs). Our goal is to expand testing capacity for any person who wants to be tested. A mass testing site is planned for the middle of December that would be open for any person to be tested.

Vaccine Administration: We are in the planning stages for vaccine administration and have participated in state planning grants. We have purchased supplies and are holding local planning meetings, anticipating being a regional redistribution point for the western slope of Colorado. We have ultracold freezers in place. We have 4 coolers with the ability to lock for security. We're planning for real time data entry into Colorado's Immunization Information System (CIIS). We are preparing a location for a closed Point of Distribution (POD) clinic and are completing the final planning for local vaccine administration for Phase I.

C.2. *Describe your efforts to ensure adequate staffing and to train your workforce to engage in COVID-19 contact tracing and testing, and vaccine administration activities. Please include information on workforce structure, hiring processes (including for contact tracers), and all virtual and in-person training activities.* ***(Max 300 Words)***

Staffing: Gunnison County has hired additional staff including: Public Health nurses, including one Clinical Nurse Manager, administrative, health educator and increased several other part-time staff member's hours to respond to COVID. For nurses, we (ideally) have a minimum of two COVID designated RNs per day, Monday through Friday. It would be better to have three nurses, especially during surges in cases. We have one nurse on call on the

weekend to call positive cases and their contacts. We also have health educators and administrative staff working on COVID 19 response. They manage data, education, technology, supply ordering to support these activities. The hospital has expanded staffing to meet testing needs and is the primary agency for testing, though Gunnison County HHS staff have offered testing as needed.

Training: This occurs online and onsite. Online is via the State of Colorado system, Dr. Justina. Onsite we offer educational updates via email and clinical meetings weekly. We also do in person, "watch one, do one, teach one", often called "over the shoulder" training for clinical staff. This includes vaccine administration as well as case investigation and testing. We are also training volunteer contact tracers and case investigators with online Zoom trainings. They also do Dr. Justina training. This starts with weekly trainings as they are onboarded.

Vaccine administration training is in development including recruitment and training for additional data entry within the CIIS, vaccine clinic support and vaccine administration with community provider support.

D. COVID-19 WORKFORCE CHALLENGES

Please describe challenges that you have encountered in your COVID-19 response that affect your workforce capacity and ability to implement COVID-19 programs and initiatives. ***(Max 400 Words)***

Hiring new workforce is challenging and putting systems into place to be both effective and efficient while responding to an emergency is also difficult. Quality and consistency with novice workers is very problematic. There are many different aspects that need to be managed consistently (e.g. case investigations, contact tracing, vaccination) ongoing. There are rapidly changing documentation standards, as well as changing of guidance and standards on quarantine and isolation. Double documentation is also a challenge, as we are tracking data locally as well as reporting to the state.

Onboarding and training enough people is time intensive in a normal time. During COVID, we add to that the challenge of a changing situation weekly. Surges in the number of cases means that we need to quickly reassign people to tasks based on what's necessary in the moment. Sometimes there is a surge and nurses are needed for a duty they haven't had to do in a month. It's difficult for them to stay up to date on skills they don't need every day. Our nurses and other staff are being pulled from other duties that they still are responsible for. Other challenges related to training:

- Data entry related to contact tracing and case investigation into our local database is also a challenge. There is often human error with so much data to manage.
- Not being able to meet in person for training, especially with the use of volunteers.
- Getting enough people trained to do testing who are willing to do it.

E. CATEGORY OF WORK

Please select the category/ies of work on which you will focus your workforce capacity building activities. (Select one or both.)

We would choose both categories.

- Contact tracing and testing
- Vaccine administration

F. TECHNICAL ASSISTANCE NEEDS

NACCHO wants to support the ability of rural and frontier health departments working on COVID-19 to build their workforce capacity to conduct contact tracing and testing, and to administer vaccinations. Please select **up to three (3)** priority training and technical assistance (TTA) areas that would be most useful to assist in the implementation

of action plan activities. In the space below each selected area, please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others. ***(Max 200 words)***

- **Technical Training**: Knowledge and skill development in technical areas related to contact tracing and testing and vaccine administration that will assist frontline staff to implement these activities.
  - please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others Our LPHA has hired several new staff (clinical and non-clinical) to respond to COVID 19, which increased our capacity quickly. There is good capability, however training and delegation of duties to other staff is a need. We need help developing a good onboarding system and clear understanding of roles a nd responsibilities. As vaccine distribution is added to the duties on top of case investigation, contact tracing and testing, our staff will be strained to keep up, especially if cases continue to surge.
- **Health Equity**: An increased understanding of health equity principles and how they relate to and can be incorporated into emergency preparedness activities.
- **Public Communications**: A focus on engaging with the community in a meaningful way that builds trust and understanding of COVID-19 response activities.
  - please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others We have a Public Information Officer who is doing an excellent job communicating with the public in general. However we struggle with tailored messages to priority populations such as Spanish speakers and other specific populations. We have a Spanish speaking Multicultural Resource Coordinator who is helping to link individuals to resources, but again the public education part of this is lacking.
- **Public Health Authorities**: Insights on how to utilize authorities available to public health during emergencies that expedite administrative processes and procedures, streamline procurement and personnel actions, and support the implementation of protective health measures.
- **Emergency Procurement**: Understand how to recognize procurement capacity and capability to become better able to efficiently respond to public health emergencies.
- **Emergency Reporting Practices**: Determine how to streamline policies and procedures focused on public health data reporting processes.
  - please provide additional details about your workforce needs, capacity and capabilities, which may include staffing, training, and retention, among others
- **Other**: Other COVID workforce topics not listed above (indicated by applicant).

G. PROJECT PARTNERSHIPS

List the key organizations you anticipate participating in this project and briefly describe their role(s). ***(Max 200 Words)***

Gunnison Valley Health is our local hospital system. This organization has been providing leadership for testing and assistance with vaccine distribution. A GVH Staff person has been servings as the Operations Chief and another as Co-Incident Commander for the COVID 19 response in close partnership with HHS.

Hispanic Affairs Project (HAP) and Immigrantes Unidos have both been partners in the communication efforts aimed at the Spanish speaking community. They have helped us host Facebook live events in Spanish related to COVID 19 and we see that continuing.

H. PROPOSED PROJECT ACTIVITIES

H.1. What are your initial proposed activities (subject to change following awards)? What do you plan to do with this funding? ***(Max 200 Words)***

Activity #1 Improve training on case investigation, contact tracing and vaccine administration

1a) Assess current training needs. 1b) Participate in technical assistance 1c) Develop comprehensive training plan. 1d) Ongoing quality assurance/peer review for consistency. We will improve internal systems to assign training responsibilities to other staff. Goal: Meaningful, Timely, Useful, Succinct, Consistent training system for nurses, volunteers, internal staff.

Activity #2 Improve public education, especially aimed at priority populations, such as Spanish speakers and low-income people. 2a) Assess current strengths and weaknesses of communication efforts with priority populations. 2b) Increase training opportunities for health educators and HHS Public Information Officer. 2c) Develop Public Communication Plan aimed at priority populations.

Activity #3 Streamline policies and procedures focused on public health data reporting processes. 3a) Assess current policies and procedures. 3b) Participate in technical assistance activities related to data 3c) Develop streamlined plan related to data reporting processes

H.2. How will you ensure sustainability of capacities built through this grant's activities? ***(Max 100 Words)***

The activities of this grant will result in more staff being well trained and understanding roles and responsibilities. These changes to the system will have long term affect outlasting the time of this grant. Investing in our workforce through training and developing effective procedures and policies will create a better functioning system.

H.3. How do you anticipate that these activities will address health disparities within your population? ***(Max 100 Words)***

There will be a direct effect by having better communications in place for priority populations, which will mean more people disparately affected by COVID 19 will be seeking testing, participating in contact tracing, and preventing the spread of the disease. Also through staff who have more time, the ability to offer clients good information on resources will be improved. Currently staff doing case investigation and contact tracing provide information on community resources. However with a better system, this will free up more time to be spent helping people with health disparities access the resources necessary to isolate, access testing, and prevent spread of disease.

Submission Information

Timeline (subject to change)

- *November 3, 2020*: RFA released
- *November 10, 2020 1:00PM EST*: Informational webinar (link to webinar page)
- *November 30, 2020, 11:59PM EST*: Deadline for submission of grant applications
- *Approximately December 18, 2020*: Anticipated notice of award announced
- *January 2021*: Contract period commences
- *November 12, 2021*: Final action plan, sustainability plan, and progress report due

Applicant Questions and Guidance

NACCHO will support interested applicants to offer guidance and address specific questions about the RFA. Interested parties should attend the ***November 10, 2020*** *informational webinar and/or review the FAQ document produced after the webinar is held. The webinar's recording will be posted to the Public Health Preparedness page.*

Funding and Disclaimer Notices

This project is supported by a grant from the Centers for Disease Control and Prevention (CDC-RFA-OT18-18020202SUPP20). CDC does not endorse any particular product, service, or enterprise. Views expressed in related products do not necessarily reflect those of CDC, Health and Human Services.

This RFA 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 RFA; to waive any deviation from the RFA; to negotiate regarding any proposal; and to negotiate final terms and conditions that may differ from those stated in the RFA. 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 RFA.

BUDGET GUIDELINES

Applicants must provide the following three elements as part of the budget submission:

A. Summary Budget
B. Detailed Line Item Budget (Direct and Indirect Costs)
C. Budget Narrative

Summary Budget (Template on Tab 2, autofills from Tab 3 "Detailed Budget")

Detailed Line Item Budget (Template on Tab 3)

Applicants must provide a detailed line-item budget (in Microsoft Excel or similar spreadsheet format) outlining specific cost requirements within each of the summary budget categories.

- The budget should be for the entire project period. Selected applicants may be be asked to provide a month-by-month projection post-award.
- All line items must be described in the budget narrative.

Budget Narrative

Include a budget narrative (preferably in Microsoft Word format) to explain each line-item and how the amounts were derived.

Personnel – Identify staffing requirements by each position title and brief description of duties. List annual salary of each position, percentage of time and number of months devoted to project (e.g., Administrative Director: $30,000/year x 25% x 8.5 months; calculation: $30,000/12 = $2,500 x 25% x 8.5 months = $5,312). Please include relevant monitoring and evaluation staff. For any position which is currently unfilled the applicant should describe their plan for filling the role within the first 12 weeks of project start. This description could include reassignment of current staff or expedited hiring practices utilized by the department.

Fringe Benefits - State benefit costs separately from salary costs and explain how benefits are computed for each category of employee - specify type and rate.

Travel - Staff and participant travel, and per diem/maintenance: includes lodging, meals and incidentals.

Equipment –provide justification for any equipment purchase/rental.

Supplies - list items separately using unit costs (and the percentage of each unit cost being charged to the grant) for photocopying, postage, telephone/fax, printing, and office supplies (e.g., Telephone: $50/month x 50% = $25/month x 12 months).

Contractual – For each subgrant/contract please provide a detailed line item breakdown explaining specific services. This may also include consultants to conduct monitoring and evaluation for the project. For any consultant or sub-contractor the applicant has already identified please provide specific names and brief description of any existing relationship between contractor and the applicant. If the applicant intends to select contractor/subgrantee through a competitive process please describe how this process can expedited by the applicant. Due to the short timeline of this award it is essential that an awardee demonstrate ability to draw down grant funds by the deadline.

Other Direct Costs - these will vary depending on the nature of the project. This may include activities, monitoring and evaluation (baseline, mid-term review, evaluation, etc.), office rent, etc. Justify each in the budget narrative.

Summary Budget

Gunnison County Health and Human Services

COVID 19 Workforce Capacity Project

		Requested Funds	% Total Budget
A	**Personnel**	$ 20,084.00	0%
B	**Fringe Benefits**	$ 9,474.00	0%
C	**Travel**	$ -	0%
D	**Equipment**	$ 908.00	0%
E	**Supplies**	$ 200.00	0%
F	**Contractual**	$ -	0%
H	**Other:**	$ -	0%
I	**Other:**	$ -	0%
J	**Total Indirect costs**	$ 4,293.00	0%
K	**Total Project Cost**	**34,959.00**	

* line item amounts auto-fill from "Detailed Budget Template" tab

LINE-ITEM BUDGET

Gunnison County Health and Human Services

COVID 19 Workforce Capacity Project

Line Items	Requested Amount	Cost Justification
Personnel (Name)		
Mary Kunes	$ 13,252.00	Monthly Salary $5,238 x 11 months x 23% = $11,523
Ashely Akerlund	$ 6,832.00	Monthly Salary $6,211 x 11 months x 10% = $6,832
	$ -	
	$ -	
Personnel Subtotal	**$ 20,084.00**	
Fringe Benefits (X%)	**$ 9,474.00**	**Fringe includes medical, dental, retirement, workers comp**
Travel		
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Travel Subtotal	**$ -**	
Equipment		
Computer Equipment	$ 908.00	Monthly cost $250 x 11 months x 33%
	$ -	
	$ -	
	$ -	
Equipment Subtotal	**$ 908.00**	
Supplies		
Office Supplies	$ 100.00	Office Supplies, pens, paper, laminating sheets
Meeting Supplies	$ 100.00	Quarterly Planning meeting $25/meeting x 4 = $100
	$ -	
	$ -	
	$ -	
Supplies Subtotal	**$ 200.00**	
Contractual Costs		
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Contractual Subtotal	**$ -**	
Other		
	$ -	
	$ -	
	$ -	
	$ -	
Other Subtotal:	**$ -**	
Other		
	$ -	
	$ -	
	$ -	
	$ -	
Other Subtotal:	**$ -**	
Subtotals of Direct costs	**$ 30,666.00**	
Indirect (14%)	$ 4,293.00	
Grand Total	**$ 34,959.00**	

STAFF TEMPLATE - Use this for Consultants/Professional Services Members.
UPDATED June 8, 2017

NACCHO CONTRACT # 2020- _ _ _ _ _ _

CONTRACTOR AGREEMENT

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

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

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

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

ARTICLE I: SPECIAL PROVISIONS

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

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

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

Invoice No.	Amount	Deliverable	Due date
Invoice I			
Invoice II			
Invoice III			

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

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

ARTICLE II: GENERAL PROVISIONS

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

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

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

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

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

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

5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this

Agreement nor delegate any duties herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E,

Contractor will certify to NACCHO using the required form that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

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

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

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

FOR NACCHO:

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

With a copy to:
National Association of County and City Health Officials
Attn: Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

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

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

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

By: _____

Name: Jerome Chester

Title: Chief Financial Officer

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Federal Tax ID No.:
DUNS No.:_____

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK