

NACCHO CONTRACT #2011-063006

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 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **Kittitas County Public Health Department** (hereinafter referred to as "Contractor"), with its principal place of business at 507 N. Nanum Street, Suite 102, Ellensburg, WA 98926.

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 Robert Wood Johnson Foundation, (Grant Title # 68474) 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 July 5, 2011 and shall continue in effect until December 15, 2012, 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 services to be performed, NACCHO agrees to pay the Contractor \$35,000. All payments will be made in arrears, 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 may be submitted per timeline outlined in the scope of work. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO at 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. 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.
7. 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 Robert Wood Johnson Foundation.

8. 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 before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment may be entered in any court of competent jurisdiction in accord with the Uniform Arbitration Act as adopted in Chapter 7.04A RCW.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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:

Robin Read

Health Promotion Manager

Kittitas County Public Health Department

507 N. Nanum Street, Suite # 102

Ellensburg, WA 98926

Tel: (509) 962-7003

Fax: (509)-962-7581

Email: robin.read@co.kittitas.wa.us

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

NACCHO:

By: 

Name: Pauline Roberts

Title: Director of Grants and Contracts

Date: 9/1/11

CONTRACTOR:

By: 

Name: Maria Canfield

Title: Administrator

Date: 8/18/11

Federal Tax ID No: 91-6001349

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Contractor agrees to complete the following work as part of the Accreditation Preparation: Community Health Assessments (CHA) and Community Health Improvement Plans (CHIP) Demonstration Project:

- 1) Project lead's participation in all demonstration site training and technical assistance (TA) sessions, including:
 - a. Two in-person meetings (with a potential 3rd in-person meeting as NACCHO funds permit),
 - b. Web and phone-based training- no more than two, two-hour sessions each month, and any additional TA requested by the contractor, and
 - c. Participate in a training and TA needs assessment.
- 2) Provide feedback in all project evaluation activity, including evaluating in-person trainings, webinars, overall project, individual TA provided, and more, as requested by NACCHO.
- 3) Lead the entire community health improvement process effort as outlined in the project letter of invitation unless Contractor has been selected to fulfill project-specific approach 1 whereby Contractor must co-lead the entire community health improvement process with non-profit hospital(s) named in their project application and/or approach 3 whereby Contractor must jointly conduct entire community health improvement process with the other local health departments as proposed in the Contractor's application.
- 4) Submit two interim reports and one final report to NACCHO that include documentation of the following per NACCHO-issued guidelines:
 - a. Description of the community health improvement process's progress;
 - b. Demonstration that the community health improvement process meets the required characteristics of processes to conduct the community health improvement process briefly outlined below and as outlined in detail in the project letter of invitation attachment A;
 - i. Uses an assessment or improvement planning model, such as Mobilizing for Action through Planning and Partnerships, Assessment Protocol for Excellence in Public Health, state-specific models, or an individually tailored approach that combines elements of models to best fit the context and history of the jurisdiction,
 - ii. Engages with community members,
 - iii. Includes broad representation from the local public health system,

- iv. Addresses the social determinants of health,
 - v. Uses QI or quality planning techniques, and
 - vi. Leverages local and state resources to conduct the CHA and develop the CHIP.
 - c. Lessons learned;
 - d. Cost tracking; and
 - e. Public Health Accreditation Board (PHAB) prerequisite requirements, standards and measures related to CHA/CHIP or otherwise.
- 5) Provide information and feedback for the development of a demonstration site case study to NACCHO.
- 6) Complete, submit, and receive approval of a Community Health Profile based on the CHA findings, a Community Health Improvement Plan, a Community Health Improvement Process Report, and demonstration that the Community Health Profile and Community Health Improvement plan have been disseminated throughout the community that meet required characteristics of each, as outlined in project letter of invitation attachment A and that cover Contractor's jurisdiction and any other jurisdictions required as outlined in project letter of invitation and below if Contractor was selected to fulfill project-specific approaches 1, 2, 3 and/or 4:
- a. Approach 1: CHA and CHIP meet requirements for this project as outlined in project letter of invitation and substantially helps the hospital(s) fulfill their community health needs assessments requirement,
 - b. Approach 2: CHA and CHIP reflect needs of all governmental jurisdictions served by the Contractor,
 - c. Approach 3: CHA and CHIP reflect the needs of all participating local health department jurisdictions, and
 - d. Approach 4: CHA and CHIP reflect the needs of the tribe(s) in Contractor's jurisdiction and tribal jurisdiction.
- 7) Submit the following as demonstration of intent to apply for Public Health Accreditation Board (PHAB) accreditation:
- a. Completed PHAB accreditation readiness checklist and
 - b. Demonstration of participation in PHAB's online training module for accreditation applicants.
- 8) Distribute project results through the following activities:
- a. Submit an application to NACCHO's 2012 or 2013 Model Practices Program,
 - b. Present the highlights of the project at a final demonstration sites meeting in fall 2012,
 - c. Serve as ambassadors and, as schedules permit, provide peer TA to other LHDs and their partners on CHA and CHIP development for accreditation preparation, and
 - d. Present demonstration site lessons learned at a NACCHO webinar.

NACCHO will pay for travel costs associated with travel noted in the above scope of work, for the LHD project lead, per NACCHO's travel policy.

Payment Schedule and Project Timeline

Payment#	Activity	Project Timeline *Deliverables related to each payment have deadlines during the following time periods and will be specified in NACCHO-issued guidelines throughout project period	Payment Schedule *Payment processing will commence on or about the dates below, pending submission and approval of all related deliverables.
1	<ul style="list-style-type: none"> • Identify project lead who will be LHD's primary participant for all project trainings/meetings and TA activities • Participate in CHA/CHIP in-person training #1 (July 19-20, 2011) and webinar #1 (July 7, 2011) • Submit post-webinar and training evaluations • Complete the CHA/CHIP demonstration site training and TA needs assessment • Submit interim project report and tools and resources for posting in online resource center per NACCHO-issued guidelines • Complete PHAB accreditation readiness checklist 	July 5, 2011-August 2011	\$10,000 August 31, 2011
2	<ul style="list-style-type: none"> • LHD project lead participate in CHA/CHIP in-person training #2 (date and location TBD) • Participate in all training webinars and teleconferences 	September 2011-March 2012	\$12,500 March 31, 2012

	<ul style="list-style-type: none"> • Submit training, TA, and project evaluations as requested • Submit interim project report and tools and resources for posting in online resource center per NACCHO-issued guidelines • Complete interviews with project staff to contribute to development of demonstration site case study 		
3	<ul style="list-style-type: none"> • Participate in all training webinars and teleconferences • Submit training, TA, and project evaluations as requested • Complete interviews with project staff and review final demonstration case study for posting • Submit final approved Community Health Profile • Submit final approved Community Health Improvement Plan • Demonstration of distribution of Community Health Profile and Community Health Improvement Plan to the community • Submit approved Community Health Improvement Process Report and final project report, cost tracking, and tools and resources for posting in online resource center • Demonstration of completion of PHAB's online training module for applicants • Submit Model Practices application for 2012 as requested by NACCHO staff • Present at final demonstration meeting (to be held virtually or 	April 2012- December 15, 2012	\$12,500 December 15, 2012

	<p>in-person)</p> <ul style="list-style-type: none">• Present demonstration site experience and lessons learned for other LHDs at a NACCHO webinar		
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