

NACCHO CONTRACT # 2021- 062505

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 **County of Mendocino through Mendocino County Health and Human Services Agency** (hereinafter referred to as "Contractor"), with its principal place of business at 742 South State Street, Ukiah, CA 95482.

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 CDC GRANT #6NU38OT000306-02-10, CFDA #93.421, 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 February 5th, 2021 and shall continue in effect until July 31st, 2021, unless earlier terminated in accordance with the terms herein. A no cost extension of the programmatic activities of the related CDC GRANT 6NU38OT000306-02-10 will be requested and is subject to CDC's acceptance and approval for NACCHO to continue to work with Contractor, in compliance with applicable guidance, federal rules and regulations. NACCHO has been approved through "Expanded Authority" to temporarily continue the program while waiting for the extension approval. 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. Year 2 Agreement award is contingent upon NACCHO receiving the approval of no cost extension award from CDC, in which NACCHO will issue a contract modification to extend the period of performance and obligate Year 2 funding to Contractor.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$21,140.09 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. Two invoices must be submitted as follows:

Invoice Period	Submission Date	Activities	Deliverables	Amount
YEAR 1				
Invoice #1: POP: February 2021	Feb-21	Confirmation of site training and TA (TTA) needs information	Application with TA needs described; NACCHO's notes from site engagements	\$8,237
	Feb-21	Attendance at virtual awardee program kick- off web call (all sites)	Attendance records documented by NACCHO staff	\$2,745
	Feb-21	Participation in initial individual/subcohort TA session	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	\$2,745
	Invoice #1 due by 2/26/21:			\$13,727
Invoice #2: POP: March 2021 to July 2021	Mar-21	Submission of initial project action plan	Initial action plan	\$1,373
	14-05-21	Submission of interim progress report	Interim progress report	\$2,745
	All site: March, May, July 2021	Participation in three (3) all-site peer and both (2) individual/subcohort TA sessions	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	\$3,295.09
	Indiv./ Subcohort; April, June 2021			
	Invoice #2 due by 7/31/21:			\$7,413.09
YEAR 2				
Pending CDC Approval of CDC GRANT Extension;				
Invoice #3: POP August 2021 to Nov. 2021	All site: Sept. 2021	Participation in one (1) all-site peer learning sessions, at least one (1) individual/subcohort TA session, and the project wrap-up call	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	\$4,821
	Indiv./ Subcohort; August-October, 2021			
	Oct-21	Submission of draft project sustainability plan; participation in process and outcome assessment activities	Project plan; attendance records and noted documented by NACCHO staff and/or TA providers	\$3,012
	Nov-21	Submission of final action plan, sustainability plan, and progress report	Final action plan, sustainability plan, and progress report	\$6,026.91

	Invoice #3 due by 11/29/21:	\$13,859.91
--	------------------------------------	--------------------

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 24 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. FUNDING REQUIREMENTS: To the extent applicable Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS CoV-2 or to diagnose a possible case of COVID-19;

Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322) and the purpose of this award and the underlying funding, Recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds. CDC will specify in further guidance and directives what is encompassed by this requirement;

As a recipient of funding by the Department of Health and Human Services (HHS) under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020(P.L. 116-123) agrees to: 1.) Comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2.) In consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (eg., social distancing, home isolation, 3.) Assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

23. 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.

24. 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: Laura Biesiadecki
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 888-0441
Fax (202) 783-1583
Email: lbiesiadecki@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:

Health & Human Services Agency
Attn.: Mary Alice Willeford
Assistant Director
747 South State Street
Ukiah, CA 95482
Tel 707-468-7067
Fax 707-472-2765
Email: willefom@mendocinocounty.org

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:

CONTRACTOR:

By : *Jerome Chester*
 Jerome Chester (Aug 6, 2021 14:04 EDT)

Name : Jerome Chester

Title : Chief Financial Officer

Date : Aug 6, 2021

By : *A. Molgaard*

Name : Anne C. Molgaard

Title : Public Health Director, Mendocino County

Date : July 28, 2021

Federal Tax ID No.: 94-6000520

DUNS No.: 148558195

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

Invoice Period	Submission Date	Activities	Deliverables	Amount
YEAR 1				
Invoice #1: POP: February 2021	Feb-21	Confirmation of site training and TA (TTA) needs information	Application with TA needs described; NACCHO's notes from site engagements	\$8,237
	Feb-21	Attendance at virtual awardee program kick- off web call (all sites)	Attendance records documented by NACCHO staff	\$2745
	Feb-21	Participation in initial individual/subcohort TA session	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	\$2745
	Invoice #1 due by 2/26/21:			\$13,727
Invoice #2: POP: March 2021 to July 2021	Mar-21	Submission of initial project action plan	Initial action plan	\$1,373
	14-05-21	Submission of interim progress report	Interim progress report	\$2,745
	All site: March, May, July 2021	Participation in three (3) all-site peer and both (2) individual/subcohort TA sessions	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	\$3,295.09
	Indiv./ Subcohort; April, June 2021			
	Invoice #2 due by 7/31/21:			\$7,413.09
YEAR 2				
Pending CDC Approval of CDC GRANT Extension;				
Invoice #3: POP August 2021 to Nov. 2021	All site: Sept. 2021	Participation in one (1) all-site peer learning sessions, at least one (1) individual/subcohort TA session, and the project wrap-up call	Attendance records and notes documented by NACCHO staff and/or TA provider(s)	\$4,821
	Indiv./ Subcohort; August-October, 2021			
	Oct-21	Submission of draft project sustainability plan; participation in process and	Project plan; attendance records and noted documented by	\$3,012

		outcome assessment activities	NACCHO staff and/or TA providers	
	Nov-21	Submission of final action plan, sustainability plan, and progress report	Final action plan, sustainability plan, and progress report	\$6,026.91
	Invoice #3 due by 11/29/21:			\$13,859.91

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *A. Molgaard*
~~Mary Alice Willetford, HISA Assistant Director~~
Anne Molgaard, Public Health Director
Date: _____

Budgeted: ☐ Yes ☒ No

Budget Unit: 4010

Line Item: 82-6390

Org/Object Code: PHEPI

Grant: ☒ Yes ☐ No

Grant No.: 2021-062505

COUNTY OF MENDOCINO

By: *Dan Gjerde*
DAN GJERDE, Chair
BOARD OF SUPERVISORS
Date: AUG 31 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *A. map*
Deputy
AUG 31 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *A. map*
Deputy
AUG 31 2021

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management
Date: 07/27/2021

CONTRACTOR/COMPANY NAME

By: *Jerome Chester*
Jerome Chester (Aug 6, 2021 14:04 EDT)
Jerome Chester, Chief Financial Officer
Date: Aug 6, 2021

NAME AND ADDRESS OF CONTRACTOR:

National Association of County and City Health Officials
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 888-0441
Email: lbiesiadecki@naccho.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: *Charlotte Scott*
Deputy
Date: 07/29/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Antle*
Deputy CEO
Date: 07/27/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Located outside Mendocino County