

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 Tulare** (hereinafter referred to as "Contractor"), with its principal place of business at 5957 Mooney Blvd. Visalia, CA 93277.

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 # 6NU38OT000306-02-01, 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 April 1st, 2020 and shall continue in effect until July 31st, 2021, unless earlier terminated in accordance with the terms herein. NACCHO and Contractor agree that the term of the Agreement may be extended to complete the project to July 31st, 2021, provided that NACCHO receives an extension of the programmatic activities of the related CDC GRANT and subject to CDC's acceptance and approval for NACCHO to continue work with Subrecipient, applicable guidance and federal rules and regulations. Without prior approval of CDC nor extension of the related CDC GRANT, NACCHO is not obligated to continue the program or to make any payments for work beyond July 31st, 2020. 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 \$25,000.00 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 | Deliverables | Due Date |
|-------------|--------|--------------|----------|
|-------------|--------|--------------|----------|

| | | | |
|--|--|---|----------------------|
| Invoice I | \$15,000 (\$5,000 per deliverable element) | <ul style="list-style-type: none"> • Participation in a virtual project kick-off meeting that includes each site providing a brief introduction to its project • Approved, final evaluation plan submitted (including baseline metrics data for outcomes) • Participation in virtual meetings to provide updates on implementation and evaluation of CS interventions as needed | July 31, 2020 |
| Pending CDC Approval of CDC Grant Extension: | | | |
| Invoice II | \$4,000 | <ul style="list-style-type: none"> • Progress report that details the status of implementing and evaluating the CS intervention • Participation in virtual meetings to provide updates on implementation and evaluation of CS interventions as needed | By December 31, 2020 |
| Invoice III | \$6,000 | <ul style="list-style-type: none"> • Site-specific summary and full project report that details the outputs (e.g. protocols, educational materials) and outcomes (e.g., lessons learned, assessment findings) of implementing and evaluating the CS intervention • Participation in virtual meetings to provide updates on implementation and evaluation of CS interventions as needed. • Participation in dissemination of findings, in collaboration with NACCHO and CDC | June 30, 2021 |

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: Rebekah Horowitz
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (215) 964-7452
Fax (202) 783-1583
Email: rhorowitz@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:

County of Tulare
Attn: Tiffany Swarthout
Administrative Analyst
5957 Mooney Blvd.
Visalia, CA 93277
Tel. (559) 624-8033
Email: tswartho@tularehhsa.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: _____

By: _____

Name: Jerome Chester

Name: _____

Title: Chief Financial Officer

Title: _____

Date: _____

Date: _____

Federal Tax ID No.: 94-6000545
DUNS No.:056876477

Approve As To Form:
County Counsel

By: Ameet K. Nagra June 12, 2020
Deputy

Matter No: 2020617

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**CONTRACTOR AGREEMENT – ATTACHMENT I****SCOPE OF WORK****Scope of Work– County of Tulare*****Project: Innovations in Congenital Syphilis Prevention*****Project Background**

Congenital syphilis (CS) occurs when a pregnant person with syphilis passes the infection to the fetus during pregnancy. CS can have major health impacts including miscarriage, stillbirth, and newborn fatality. The impact of CS depends on how long a pregnant person had syphilis and if—or when—treatment for the infection was received. Since 2013, the rate of CS has increased each year and in 2018, there were a 1306 reported cases of CS including 78 syphilitic stillbirths and 16 infant deaths. The national rate of 23.7 cases per 100,000 live births represents a 185% relative increase over 2014.

CS raises new challenges and opportunities for STD programs' work in disease surveillance, investigation, and intervention, as well as for their partnerships with providers, communities, and the maternal-child and reproductive health sectors. Interventions to prevent and control CS could span a wide continuum, from treating pregnant people with syphilis and providing services for them and their sex partners, to community awareness-raising and policy changes to support prenatal care practices. Interventions could focus on pregnant people, their partners, healthcare providers and systems, public health providers and systems, communities, and/or policy change.

Health department sites funded to participate in the *Innovations in Congenital Syphilis Prevention* project, will implement and evaluate a CS intervention with the support of NACCHO and the CDC. All sites will share their evaluation and project results to establish (1) the evidence base for best practices for CS prevention and (2) share lessons learned from implementation and evaluation that would support other project areas' interventions to prevent CS.

As a participating site, County of Tulare will create or refine an evaluation plan, collect site-level data, work with NACCHO and CDC on analysis, discuss implications of the results for best practices and lessons learned, and share and discuss their lessons learned with other jurisdictions.

NACCHO, CDC, and participating jurisdictions will contribute to the following anticipated outcomes of the project:

- Analyzed site-level qualitative and quantitative data related to individual jurisdiction interventions, which will provide critical information about each approach and inform best practices and lessons learned
- Collected resources, such as protocols and standard operating procedures, patient flow diagrams, staffing models, and provider and patient education materials, to be shared with other jurisdictions interested in establishing or scaling-up similar interventions; and
- Report(s) on best practices and lessons learned

Scope of Work

In support of the *Innovations in Congenital Syphilis Prevention* project, County of Tulare will complete the following activities:

- Participate in a virtual project kick-off meeting, including providing a brief introduction to their project
- Participate in virtual meetings to refine the evaluation plan, discuss data collection challenges, answer questions learned, report on templates, etc.
- Collect and report data as necessary to evaluate CS intervention
- Participate in one-on-one T.A. as-needed basis
- Share resources, such as protocols and educational materials
- Review any site-specific information and contribute to the final report development with NAACCHO, CDC, and other participants
- Participate in dissemination of findings including through possible webinar and conference attendance and sessions

Return Statement

County of Tulsa will submit invoices according to the following schedule with the following deliverables:

| Invoice No. | Amount | Deliverables | Due Date |
|-------------|--|--|----------------------|
| Invoice I | \$15,000 (\$5,000 per deliverable element) | <ul style="list-style-type: none"> • Participations in a virtual project kick-off meeting, including providing a brief introduction to their project • Participate in virtual meetings to refine the evaluation plan, discuss data collection challenges, answer questions learned, report on templates, etc. • Collect and report data as necessary to evaluate CS intervention • Participate in one-on-one T.A. as-needed basis • Share resources, such as protocols and educational materials • Review any site-specific information and contribute to the final report development with NAACCHO, CDC, and other participants • Participate in dissemination of findings including through possible webinar and conference attendance and sessions | July 31, 2020 |
| Invoice II | \$4,000 | <ul style="list-style-type: none"> • Progress report that details the status of implementing the CS intervention | By December 31, 2020 |

| | | | |
|-------------|---------|---|---------------|
| | | <ul style="list-style-type: none">• Participation in virtual meetings to provide updates on implementation and evaluation of CS interventions as needed. | |
| Invoice III | \$5,000 | <ul style="list-style-type: none">• Site-specific summary and full project report that details the outputs (e.g. protocols, educational materials) and outcomes (e.g., lessons learned, assessment findings) of implementing and evaluating the CS intervention.• Participation in virtual meetings to provide updates on implementation and evaluation of CS interventions as needed.• Participation in dissemination of findings, in collaboration with NACCHO and CDC. | June 30, 2021 |

Reporting

Project sites will participate in virtual meetings and phone calls as-needed as determined by NACCHO.

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that County of Tulare has not been debarred or suspended pursuant to 2 CFR 200 SUBPART C (200.208) and will not 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" and 2 CFR 180.

| | |
|---|---|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE Chairman of the Board of Supervisors |
| ORGANIZATION County of Tulare | DATE SIGNED |

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Data Collection Form

The Office of Management and Budget (OMB) has created a searchable, no-cost-publicly accessible website that includes the following information for each new federal award and/or first tier subawards equal to or greater than \$25,000. As of October 1, 2010, recipients of federal grants and contracts must comply with subrecipient reporting requirements under the Federal Funding Accountability and Transparency Act (P.L. 109-282).

NACCHO, as a recipient of federal funding, is required to collect the information below and input this information into the FFATA website (www.ftrs.gov).

Please complete the information requested below and submit this form to:

Ade Hutapea, LL.M., CFCM
Lead Contracts Administrator
National Association of County & City Health Officials
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005
Direct Line: (202) 507-4272
Email: ahutapea@naccho.org
www.naccho.org

Please answer the following questions:

1. Is the total value of this contract (including any option periods) expected to exceed \$25,000.00?

☐ Yes

☒ No

2. If you answered Yes to Question 1, in the previous tax year, was your gross income from all sources greater than or equal to \$300,000? (If you answered No to Question 1, you do not need to complete the remainder of this information request).

☐ Yes

☐ No

3. If you answered Yes to Question 1 and 2, please provide the following information below:

Name of Entity: _____

Address of Entity: _____

Congressional District of Entity Location: _____

Unique Identifier (DUNS #): _____

CCR/Cage Code #: _____ Applicable NAICS Code _____

Award Title Describing Purpose: _____

Amount of Award: _____

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

Funding Agency: _____ CFDA #: _____

Treasury account symbol (TAS) as reported in FPDS _____

4. If you answered Yes to Questions 1 and 2, is 80% or more of your annual gross revenues from federal contracts, subcontracts, loans, grants, subcontracts and cooperative agreements?

☐ Yes

☐ No

5. If you answered Yes to Question 4, do you have \$25,000,000 or more in annual gross revenues from Federal contracts, subcontracts, loans, grants, sub-grants, and cooperative agreements?

☐ Yes

☐ No

6. If you answered Yes to Questions 4 and 5, is information about the compensation of Subcontractor executives available publicly through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? If Yes, please provide copies of the public filings providing such information.

If no, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Subcontractor's preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds \$10,000. For more information, please see 17 CFR 229.402(c)(2).

Names and total compensation of the five highest compensated officers of the entity:

| | NAME | COMPENSATION |
|----|-------|--------------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT
Data Collection Form

Certification

I certify, on behalf of Subcontractor/ Consultant that the information provided in response to this Information Request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of Subcontractor. Last, I certify that Subcontractor has been notified and is aware that the information provided in response to this Information Request will be made public.

Signature

Pete Vander Poel

Name printed

Chairman of the Board

Title

Date