

**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 **Fort Bend County** (hereinafter referred to as “Contractor”), with its principal place of business at 301 Jackson St., Richmond TX 77469-3108.

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 # 5NU38OT000306-05-00, 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 November 15, 2022, and shall continue in effect until July 31, 2023, 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 \$20,000.00. 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. Four invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$5,000.00	Completed pre-assessment and participated in action planning kick off call	January 31, 2023
Invoice II	\$5,000.00	Participated in all required action planning meetings	April 30, 2023
Invoice III	\$5,000.00	Submitted final action plan and participated in NACCHO-led virtual site visit	May 31, 2023
Invoice IV	\$5,000.00	Completed final project presentation, post-capacity assessment, and project evaluation	July 31, 2023

NACCHO Contract 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 25 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. Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.
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 Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor hereby certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of

## Parties Excluded from Federal Procurement or Non-procurement Programs.

19. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO 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. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.
21. 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.).
22. 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.”
23. CORONAVIRUS DISEASE 2019 (COVID-19) Funds: The contractor acknowledged that the project is funded under the Coronavirus Preparedness and Response Supplemental Appropriation Act, 2020 (P.L 116-123); the Coronavirus Aid, Relief and Economic Security Act, 2020 (the “CARES Act) (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) and/or the Consolidated Appropriation Act, 2021 (P.L. 116-260), Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and hereby agrees, as to applicable to the award, 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 measure and 3) assist the United States Government in implementation and enforcement of federal orders related to quarantine and isolation. The Contractor will comply, to the extent applicable, with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.

Furthermore, consistent with 45 C.F.R. 75.322, the Contractor agrees to provide to CDC copies and/or access to COVID-19 data collected including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

24. 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.
25. 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: Elana Filipos  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 507-4251  
Fax (202) 783-1583  
Email: [efilipos@naccho.org](mailto:efilipos@naccho.org)

With a copy to:

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

FOR CONTRACTOR:

Fort Bend County  
Attn.: Ketan Inamdar  
Deputy Director of Finance, Operation and  
Social  
301 Jackson St.,  
Richmond TX 77469-3108  
Tel. (281) 344-6138  
Fax (281) 238-3355  
Email:  
[Ketan.Inamdar@fortbendcountytexas.gov](mailto:Ketan.Inamdar@fortbendcountytexas.gov)

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.: 74-6001969  
UEID.: MJG8N8EPN2L3  
DUNS No.: 081497075

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS  
CONTRACTOR AGREEMENT – ATTACHMENT I  
SCOPE OF WORK**

**Scope of Work– Fort Bend County Health and Human Services Department**

Project: *Demonstration Sites for Bridging Preparedness, Infectious Disease, Maternal-Child Health, and Birth Defects within Cities and Counties Project*

Contract Amount: \$20,000

Contract Period: November 15, 2022 – July 31, 2023

Summary

Fort Bend County will work with the National Association of County and City Health Officials (NACCHO) on the following:

1. Participate in a project kick-off call with NACCHO, CDC, and other awardees.
2. Complete a baseline assessment to assess MCH, ID, EPR capacity within the LHD.
3. With NACCHO support, design and develop a series of virtual action planning meetings with LHD staff and, if relevant, additional stakeholders. The purpose of these meetings will be to:
  - a. strengthen collaboration between MCH, ID, and EPR departments by sharing priorities, goals, activities, and responsibilities of the departments;
  - b. facilitate relationship and partnership building with the goal of incorporating MCH populations into preparedness plans and;
  - c. prioritize EPR plans and exercises for MCH inclusion and develop an action plan to respond to and prepare for emerging infectious disease threats that impact pregnant people and their infants.
4. Finalize an action plan in collaboration with NACCHO.
5. Initiate implementation of the action plan.
6. Participate in the MIP Workgroup membership by attending bi-monthly workgroup meetings. Prepare to share project updates and highlights with the full workgroup at each meeting.
7. Participate in a NACCHO-led virtual site visit upon completion of action plan.
8. Prepare a final end of year project presentation for the MIP Workgroup membership.
9. Revisit the capacity assessment.
10. Participate in peer sharing and technical assistance calls facilitated by NACCHO to review progress of planned activities and share practices and lessons learned.
11. Complete an evaluation worksheet that summarizes progress in achieving action steps and partner engagement strategy, including examples of changes to any existing health department plans that reflect increased integration of MCH, ID, and EPR.

Scope of Work

In support of this project, Fort Bend County will complete the following tasks for developing action plans by July 31, 2023:

Date	Deliverable
December 2022 – June 2023	Attend and participate in bi-monthly MIP Workgroup Meetings to share progress of action planning, challenges, lessons learned, successes, etc.

	as requested by NACCHO. Meeting #1 is scheduled for December 15, 2-3:30pm ET.
January 2023	<ul style="list-style-type: none"> <li>• Complete pre-capacity assessment prior to project kick-off call.</li> <li>• Attend and participate in virtual Action Planning Kick-off meeting with other awardees, NACCHO, and action planning consultant.</li> <li>• Communicate with action planning consultant to schedule virtual action planning meetings and share goals, planned project proposals, and other information needed to set up action planning for project year. NACCHO and action planning consultant invited to use TA capacity and subject matter expertise to suggest project plan updates and adjustments in initial meetings and planning phases.</li> </ul>
January 2023- April 2023	Complete all required virtual action planning meetings with action planning consultant and NACCHO, as well as technical assistance/all-awardee check-in calls as needed.
May 2023	Share finalized action plan with NACCHO and participate in NACCHO-led virtual site visit, which will include an overview of final action plans and preparation for final project presentations at the last MIP Workgroup meeting in June.
June 2023	Share final project presentation at last MIP Workgroup meeting in June. NACCHO invited to use information and discussions from final presentations for promotional materials and ask for any clarifications needed for final deliverables.
July 2023	Complete and submit post-capacity assessment and project evaluation.

Reimbursement

Fort Bend County will submit invoices after the completion of each deliverable; note that invoices may be submitted in advance of the due date if the work has been completed.

Invoice Schedule and Deliverables:

Invoice No.	Amount	Deliverable	Target Date
Invoice 1	\$5,000	Completed pre-assessment and participated in action planning kick-off call	January 31, 2023
Invoice 2	\$5,000	Participated in all required action planning meetings	April 30, 2023

Invoice 3	\$5,000	Submitted final action plan and participated in NACCHO-led virtual site visit	May 31, 2023
Invoice 4	\$5,000	Completed final project presentation, post-capacity assessment, and project evaluation	July 31, 2023
TOTAL	\$20,000		

Reporting

Fort Bend County will participate in action planning meetings and technical assistance/check-in calls for the duration of the project and will communicate regularly via email.