

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 #6NU38OT000306-02-08, 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 July 21st, 2020 and shall continue in effect until July 31st, 2021, unless earlier terminated in accordance with the terms herein, provided that NACCHO receives an extension of the programmatic activities of the related CDC GRANT 6NU38OT000306-02-08 and subject to CDC's acceptance and approval for NACCHO to continue work with contractor, applicable guidance and 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.
3. PAYMENT FOR SERVICES: In consideration for professional services to be performed, NACCHO agrees to pay Contractor an amount not to exceed \$99,999.69. 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:

Table with 4 columns: Invoice No., Amount, Deliverable, Due date. Row 1: Invoice I, NTE \$16,000.00, As stated in Attachment I, deliverables for Task 1 and Task 2, December 31, 2020.

Invoice II	NTE \$34,000.00	As stated in Attachment I, deliverables for Tasks 3 and Task 4	July 31, 2021
Invoice II	NTE \$49,999.69	As stated in Attachment I, deliverables for Task A and Task B	July 31, 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. INDEMNIFICATION: Contractor agrees, to the extent permitted by the laws and the Constitution of the State of Texas, to defend, hold harmless, and indemnify NACCHO and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever arising out of or connected with the performance of services by Subrecipient under this Agreement, including, but limited to, any accident or injury to persons or property. Contractor assumes complete responsibility for the scope of work and deliverables described herein.
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. To the extent allowed by the laws and Constitution of the State of Texas, 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 to the extent allowed by the laws and Constitution of the State of Texas, 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: Michelle Cantu
 1201 (I) Eye Street NW 4th Fl.,
 Washington, DC 20005
 Tel. (202) (202) 507-4251
 Fax (202) 783-1583
 Email: mcantu@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:

Fort Bend County
 Attn.: Kaye Reynolds, DrPH
 Deputy Director for Public Health Practice
 Fort Bend County - Health & Human Services
 4520 Reading Road, Suite A-100,
 Rosenberg, TX 77471
 Tel. (281) 238-3519

Fax (281) 238-3355

Email: Kaye.Reynolds@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.: 1746001969

DUNS No.: 081497075

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

Task 1: Completed within 30 days of receiving contract from NACCHO:

- Submission of signed contract
- Completion of pre-assessment provided by NACCHO

Task 2: Building local health department (LHD) capacity for outreach and response activities including educating facilities regarding reporting requirements and/or implementation of CDC's Infection Control Assessment and Response (ICAR) tool, completed no later than October 31, 2020:

- Development of an agreement with the contracted lead IPC expert or other IPC content expert partner
- Development, in partnership with the identified IPC content expert partner, of a customized IPC training plan for LHD staff to implement CDC's COVID-19 infection assessment, prevention, and control guidance at the local level

Task 3: Coordination and implementation of outreach and response activities including educating facilities regarding reporting requirements and/or conducting ICAR assessments with high-risk facilities, completed no later than July 31, 2021

- List of identified stakeholders also engaging with high-risk facilities on IPC activities, including the state healthcare-associated infection (HAI) program, and other relevant agencies such as the state surveyors or licensing agencies, Veterans Affairs, the Federal Emergency Management Agency, academic institutions, and/or regional public health and healthcare coalitions (e.g., Quality Innovation Network-Quality Improvement Organizations [QIN-QIOs])
- Summary of coordination with the state HAI program and, if appropriate, other stakeholders on engaging high-risk facilities
- Development of a prioritized list of facilities to target for outreach and response activities
- Complete and track at least 20 outreach and response activities including ICAR assessments (via telephone, video chat, or in-person)

Task 4: Coordination with NACCHO and participation in peer sharing and technical assistance opportunities, completed no later than July 31, 2021:

- Participation in at least 80% of community of practice calls and/or check-in polls
- Completion of mid- and post-assessment*
- Submission of end of project report to articulate challenges, lessons learned, successes, and future needs and final evaluation measures as requested by NACCHO*
- Support of at least one communications product to share lessons learned and best

practices, as requested*

**Templates for these deliverables will be provided by NACCHO in advance of due date.*

Task A: Provision of additional support to high-risk facilities requiring further education or assistance, completed no later than July 31, 2021:

- Documentation of participation in at least 40 calls or visits with high-risk facilities who have completed an ICAR (conducted by the applicant or by the state HAI program or other entity) to provide additional education or assistance to address gaps identified through the assessment.

Task B: Development of materials (checklists, toolkits, educational resources, trainings, handouts, signs, etc.) to support LHD implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities completed no later than July 31, 2021, including:

- Facility assessment checklist – based on the CDC ICAR – showing observations and improvements recommended.
- Toolkit for onsite assessment
- Fit-testing educational materials for nursing home staff
- Program of staff education for long-term care facilities

BLOC-COVID Deliverable Budget					
Fort Bend County Health & Human Services					
Expected Invoice Period	Deadline	Task	Deliverable	Cost	Total Invoice Amount
Baseline Activity					
Invoice 1 : December 31, 2020	30 days of receiving contract	Task 1: Completed within 30 days of receiving contract from NACCHO	1.1 Submission of signed contract	\$ 1,000.00	\$ 16,000.00
	September 30, 2020		1.2. Completion of pre-assessment provided by NACCHO	\$ 2,500.00	
	October 31, 2020	Task 2: Building local health department (LHD) capacity for	2.1. Development of an agreement with an IPC content expert partner	\$ 5,000.00	

	October 31, 2020	outreach and response activities including educating facilities regarding reporting requirements and/or implementation of CDC's Infection Control Assessment and Response (ICAR) tool	2.2. Develop in partnership with the identified IPC content expert partner, a customized IPC training plan for LHD staff to implement CDC's COVID-19 infection assessment, prevention, and control guidance at the local level	\$ 7,500.00	
Invoice 2: July 31, 2021	July 31, 2021	Task 3: Coordination and implementation of outreach and response activities including educating facilities regarding reporting requirements and conducting ICAR assessments with high-risk facilities	3.1. List of identified stakeholders also engaging with high-risk facilities on IPC activities, including the state healthcare-associated infection (HAI) program, and other relevant agencies such as the state surveyors or licensing agencies, Veterans Affairs, the Federal Emergency Management Agency, academic institutions, and/or regional public health and healthcare coalitions (e.g., Quality Innovation Network-Quality Improvement Organizations [QIN-QIOs])	\$ 2,000.00	\$ 34,000.00
	July 31, 2021		3.2. Summary of coordination with the state HAI program and, if appropriate, other stakeholders on	\$ 4,000.00	

			engaging high-risk facilities		
	July 31, 2021		3.3. Develop a prioritized list of facilities to target for outreach and response activities	\$ 3,500.00	
	July 31, 2021		3.4. Complete and track at least 20 outreach and response activities including ICAR assessments (via telephone, video chat, or in-person)	\$ 10,000.00	
	July 31, 2021	Task 4: Coordination with NACCHO and participation in peer sharing and technical assistance opportunities	4.1. Participation in at least 80% of community of practice calls and/or check-in polls	\$ 5,000.00	
	July 31, 2021		4.3. Completion of post-assessment	\$ 2,500.00	
	July 31, 2021		4.3. Submission of end of project report to articulate challenges, lessons learned, successes, and future needs and final evaluation measures as requested by NACCHO	\$ 5,000.00	
	July 31, 2021		4.4. Support at least one communications product to share lessons learned and best practices, as requested	\$ 2,000.00	
Total of Baseline Activities					\$ 50,000.00
Supplemental Activity					

Invoice 2: July 31, 2021	July 31, 2021	Task A: Provision of additional support to high-risk facilities requiring further education or assistance	A. 1. Documentation of participation in at least 40 calls or visits with high-risk facilities who have completed an ICAR (conducted by the applicant or by the state HAI program or other entity) to provide additional education or assistance to address gaps identified through the assessment.	\$ 20,000.0 0	\$ 20,000.00
	July 31, 2021	Task B: Develop materials (checklists, toolkits, educational resources, trainings, handouts, signs, etc.) to support LHD implementation of federal guidance related to monitoring and responding to HAIs and emerging threats including COVID-19 in high-risk facilities	B. 1. Develop Facility Assessment Checklist	\$ 5,000.00	\$ 29,999.69
	July 31, 2021		B. 2. Develop Fit-testing Education	\$ 5,000.00	
	July 31, 2021		B. 3. Develop Toolkit for facility onsite assessment & education	\$ 10,000.0 0	
	July 31, 2021		B. 4. Develop Education for staff of long-term care facilities	\$ 9,999.69	
Total of Supplemental Activities					\$ 49,999.69
TOTAL BUDGET					\$ 99,999.69