

CONTRACTOR AGREEMENT

This Contractor Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as "NACCHO"), with its principal place of business at 1100 17th Street, N.W., 7th Floor, Washington, DC 20036, and **Orange County Health Care Agency** (hereinafter referred to as "Contractor"), with its principal place of business at 405 W. 5th Street, 7th Floor, Santa Ana, CA 92701.

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 the Accreditation Support Initiative for Large Metropolitan Health Departments (GRANT TITLE # 3U38HM000449-05W1, CFDA #93.524) 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 12/1/2012 and shall continue in effect until 7/31/2013, 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 \$40,000 payable in 2 equal installments, the first (\$20,000) upon receipt of interim deliverables (by 4/1/2013) and the other (\$20,000) upon receipt of final deliverables (by 7/31/2013). All payments will be made in arrears, within 30 days of receipt of invoice(s) from Contractor and following approval by NACCHO for approved services, as outlined on Attachment I. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 20 days after the end of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor, and

Contractor shall not be entitled to any benefits to which NACCHO employees may be entitled.

2. PAYMENT OF TAXES AND OTHER LEVIES: Contractor shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. LIABILITY: All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions of failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor.
All liability to third parties, loss, or damage as result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee.
In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and NACCHO in relation to each party's responsibilities under these joint activities.
4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
5. ASSIGNMENT: Without prior written consent of NACCHO, Contractor may not assign this Agreement nor delegate any duties herein.
6. INTERFERING CONDITIONS: Contractor shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Contractor's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Contractor of said duties and responsibilities under this Agreement.
7. OWNERSHIP OF MATERIALS: Contractor hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by Contractor pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). Contractor shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. Contractor understands and agrees that

Contractor shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. Contractor represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the U.S. Department of Health and Human Services.

8. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the consultant, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the consultant and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration 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.
9. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NACCHO will pay Contractor for services rendered through the date of termination.
10. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
11. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
12. 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 laws provisions).
13. 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.

14. 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.
15. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Contractor's use of funds under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the Contractor's responsibility to understand and comply with all requirements set forth therein.
16. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to OMB Circular A-110, 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."
17. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to OMB Circular A-110, 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."
18. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to OMB Circular A-110, 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.).
19. AUDITING: Contractor agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If Contractor is not required to undergo an audit pursuant to OMB Circular A-133 because Contractor receives less than \$500,000 in federal direct or indirect cooperative agreement or grant funds, Contractor will certify to NACCHO that it is not so required. If Contractor is required to undergo an audit pursuant to OMB Circular A-133, Contractor will undergo the required audit and agrees to send a copy of its most recent OMB A-133 audit report and any management letters to NACCHO.
20. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either

party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:
Contract Specialist
National Association of County and City Health Officials
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 507-4272
Fax (202) 783-1583
Email: mtsanga@naccho.org

FOR CONTRACTOR:
David M. Souleles, MPH
Deputy Agency Director
405 W. 5th Street, 7th Floor
Santa Ana, CA 92701-4599
Phone: (714)834-6013
Fax: (714)834-5506

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

NACCHO:

CONTRACTOR:

By: _____
Name: John Mericksko
Title: Chief Financial Officer
Date: _____

By: _____
Name: David M. Souleles, MPH
Deputy Agency Director
Title: Orange County Health Care Agency
Date: _____

Federal Tax ID No: 95-6000928

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By: [Signature]
Deputy
Date: 11/29/12

NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

CONTRACTOR AGREEMENT – ATTACHMENT I

SCOPE OF WORK

Orange County Health Care Agency

Due upon execution of contract:

- Initial PHAB Readiness Checklist
- Updated work plan for completion of project activities and deliverables (per project application or revised as needed)

Due by April 1, 2013 with invoice for \$20,000:

- Summary report based on *Local Public Health System Assessment**
- Public presentation of core health issues and “working” priority issues based on review of “core indicators” for *Community Health Status Assessment**
- Time-Cost Questionnaire #1, using guidelines and template provided by NACCHO
- Interim report, using guidelines and templates provided by NACCHO*

Due by July 31, 2013 with invoice for \$20,000:

- Summary report capturing key themes from *Community Themes and Strengths Assessment* community forums*
- Completed community health assessment (documentation for PHAB Domain 1.1.2)*
- Agendas, training materials, and other resources used to provide staff trainings on QI*
- Completed quality improvement plan (documentation for PHAB Domain 9.2.1)*
- Time-Cost Questionnaire #2, using guidelines and template provided by NACCHO
- Updated PHAB Readiness Checklist
- Evidence of staff member application to NACCHO’s Speakers Bureau of Accreditation Champions
- Final report, using guidelines and templates provided by NACCHO*

Ongoing:

- Provide information, feedback, evaluations, and suggestions on project activities as requested via questionnaires and/or conversations with NACCHO and CDC staff

**Contractor submits starred documents with the understanding that they may be posted to the NACCHO website or sample documentation library (may be de-identified if necessary).*

CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that Orange County Health Care Agency has not been debarred or suspended pursuant to OMB Circular A-110 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.”

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE David M. Souleles, MPH Deputy Agency Director
ORGANIZATION Orange County Health Care Agency	DATE SIGNED