

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 Snohomish County, through Snohomish County Health Department (hereinafter referred to as "Contractor"), with its principal place of business at 3020 Rucker Ave. Ste. 308, Everett, WA 98201-3900.

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 # 6NU38OT000306-05-01, 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 upon full execution 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 the services identified in Attachment I and performed between November 1, 2022, and July 31, 2023. NACCHO agrees to pay Contractor an amount not to exceed \$155,319.49. 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, Deliverable date

Invoice I	\$35,723.46	<ol style="list-style-type: none"> 1. Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,553.19) 2. Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,553.19) 3. Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,553.19) 4. Submission of OPCAT survey (\$15,531.95) 5. Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$12,425.56) 6. Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,553.19) Listen to recording (NACCHO will keep a roster of attendees) (\$1,553.19) 	By or before February 28, 2023
Invoice II	\$79,212.96	<ol style="list-style-type: none"> 1. List of participants, agenda for site visit, draft work plan (\$15,531.95) 2. Presentation (slides or agenda) and submission of evaluation survey (\$23,297.94) 3. Draft of evaluation plan (\$12,425.56) 4. February progress monitoring report (PMR), March PMR, April PMR (\$27,957.51) 	By or before May 31, 2023
Invoice III	\$40,383.07	<ol style="list-style-type: none"> 1. May PMR, June PMR, July PMR (\$27,957.51) 2. Final evaluation plan (\$12,425.56) 	By or before July 31, 2023

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 Article II, 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 or 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 Executive of the Contractor, the Chief Executive Officer of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement, and a neutral third party chosen by the parties. 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 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: Francis Higgins
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 888-0227
Fax (202) 783-1583
Email: fhiggins@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

FOR CONTRACTOR:

Snohomish County
Health Department
Attn: Pia Sampaga-Khim
Assistant Director, Prevention Services
3020 Rucker Ave. Ste. 308,
Everett, WA 98201-3900
Tel. (415) 339-5279
Email: pia.sampaga-khim@snoco.org

26. PUBLIC RECORDS ACT. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of NACCHO are needed for the County to respond to a request under the Act, as determined by the County, NACCHO agrees to make them promptly available to the County. If NACCHO considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, NACCHO shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by NACCHO and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify NACCHO (a) of the request and (b) of the date that such information will be released to the requester unless NACCHO obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If NACCHO fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of NACCHO to claim any exemption from disclosure under the Act. The County shall not be liable to NACCHO for releasing records not clearly identified by NACCHO as confidential or proprietary. The County shall not be liable to NACCHO for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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:

SNOHOMISH COUNTY:

By : *Jerome Chester*
Jerome Chester (Jun 5, 2023 11:58 EDT)

By : Lacey Harper Digitally signed by Lacey Harper
Date: 2023.05.17 13:00:53 07'00'

Name : Jerome Chester

Name : Lacey Harper

Title : Chief Financial Officer

Title : Executive Director

Date : Jun 5, 2023

Date : _____

Federal Tax ID No.: 91-1866899
UEID: V844N558KSY3
DUNS No.: 086831146

COUNCIL USE ONLY
Approved 5/17/2023
ECAAF # 2023-0472
MOT/ORD Motion 23-181

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

Snohomish County Health Department				
November 1st, 2022 - January 31st, 2024				
<p>The National Association of County and City Health Officials (NACCHO), with support from the Centers for Disease Control and Prevention (CDC), the National Center for Injury Control and Prevention (NCIPC), is contracting with local health departments (LHDs) for the implementing Overdose Prevention Strategies at the Local Level (IOPSSL) project. This project is designed to build capacity for local health departments (LHDs) serving jurisdictions with an above average burden of drug overdose deaths in the following areas:</p> <ul style="list-style-type: none"> • Surveillance and Data Sharing • Linkages to Care • Providers and Health Systems Support • Partnerships with Public Safety and First Responders • Communication Campaigns • Stigma Reduction • Harm Reduction Activities <p>All contracted LHDs will be expected to integrate a health equity approach in the implementation of their workplans.</p>				
Deliverables Schedule				
Period 1 November 2022 - July 2023			Budget Period 1	\$ 155,319.49
Invoice Period	Activity	Deliverables		
Quarter 1 Activities: November 2022 - January 2023 to be submitted by or before February 28, 2023	1a Participate in kick-off call/webinar for the IOPSSL program	Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees)	1%	\$ 1,553.19
	1b Participate in Welcome to IOPSSL webinar	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$ 1,553.19
	1c Program introduction calls (peer-to-peer calls and data expert technical assistance calls)	Attendance at calls/webinars. (NACCHO will keep a roster of attendees)	1%	\$ 1,553.19
	1d Complete an Overdose Prevention Capacity Assessment Tool (OPCAT) designed to guide IOPSSL recipients in an assessment of their existing capacity and gauge technical assistance needs	Submission of OPCAT survey	10%	\$ 15,531.96
	1e Participate in Health Equity workshops	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	8%	\$ 12,425.56
	1f January Learning Session	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$ 1,553.19
	1g Invoicing webinar and (optional) office hours	Listen to recording. (NACCHO will keep a roster of attendees)	1%	\$ 1,553.19
Quarter 2 Activities: February 2023 - April 2023 to be submitted by or before May 31, 2023	2a Site visit or virtual visit with NACCHO and CDC and/or data expert consultant for work plan development	List of participants, agenda for site visit, draft work plan	10%	\$ 15,531.96
	2b Attend an in person meeting in Washington, DC in Spring 2023 (tentatively scheduled for April 25th - 27th) at least two representatives from the project should attend an in person meeting of IOPSSL recipients	Presentation (slides or agenda) and submission of evaluation survey	15%	\$ 23,297.92
	2c Evaluation Activities (first call with technical assistance expert, draft of evaluation plan)	Draft of evaluation plan	8%	\$ 12,425.56
	2d Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities)	February progress monitoring report (PMR), March PMR, April PMR	18%	\$ 27,957.51
Quarter 3 Activities: May 2023 - July 2023 to be submitted by or before July 31, 2023	3a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities)	May PMR, June PMR, July PMR	18%	\$ 27,957.51
	3b Evaluation Activities (call with technical assistance expert, final evaluation plan)	final evaluation plan	8%	\$ 12,425.56
Period 2 August 2023 - January 2024			Budget Period 2	\$ 101,733.90
Quarter 4 Activities: August 2023 - October 2023 to be submitted by or before November 30, 2023	4a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities)	Aug PMR, Sept PMR, October PMR	18%	\$ 18,312.10
	4b Interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$ 20,346.78
Quarter 5 Activities: November 2023 - January 2024 to be submitted by or before February 29, 2024	5a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions), additional TA calls by specialized TA providers to support work plan activities)	Nov PMR, Dec PMR, Jan PMR	18%	\$ 18,312.10
	5b Final implementation and evaluation report	Final report	24%	\$ 24,416.14
	5c Interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$ 20,346.78