**NACCHO CONTRACT # To be added by NACCHO**

 **SUBAWARD AGREEMENT**

 This Contractual 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 name of SUBRECIPIENT(hereinafter referred to as “SUBRECIPIENT”), with its principal place of business at address of SUBRECIPIENT.

 WHEREAS, NACCHO wishes to hire SUBRECIPIENT to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant;

 WHEREAS, SUBRECIPIENT wishes to perform such services for 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:

1. PURPOSE OF AGREEMENT: SUBRECIPIENT agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of grant number to be added by NACCHO (CFDA # to be added by NACCHO) as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. SUBRECIPIENT shall act at all times in a professional manner consistent with the standards of the industry.

1. TERM OF AGREEMENT: The term of the Agreement shall begin on to be added by NACCHO and shall continue in effect until to be added by NACCHO, 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.
2. PAYMENT FOR SERVICES: In consideration for services to be performed, NACCHO agrees to reimburse the SUBRECIPIENT for eligible costs incurred up to $to be added by NACCHO. Eligible costs are those previously approved by NACCHO. All payments will be made in arrears, within 30 days of receipt of invoice(s) from SUBRECIPIENT and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. Invoices may be submitted in increments of bi-monthly*.* The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 45 days after the end date of the Agreement.
3. GENERAL PROVISIONS: The parties agree to be bound by the General Provisions as described in Attachment II. The terms of Attachment II shall be incorporated into this Agreement as if fully set forth herein.
4. 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.
5. 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.
6. 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: Contracts

 1100 17th Street, N.W., 4th Floor

 Washington, D.C. 20036

 Tel. (202) 507-4272

 Fax (202) 783-1583

 Email: contract@naccho.org

*FOR SUBRECIPIENT:*

 To be added by NACCHO

 Tel:

 Fax:

 Email:

 6. 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: SUBRECIPIENT:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Dawn Richardson, MA, JD Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Director of Grants and Contracts Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax ID No:

**NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS**

**SUBRECIPIENT AGREEMENT – ATTACHMENT I**

SCOPE OF WORK (*See Attached*)

ATTACHMENT II:

GENERAL PROVISIONS APPLICABLE TO AGREEMENTS BETWEEN NACCHO AND THE FLORIDA DEPARTMENT OF HEALTH THROUGH ITS COUNTY HEALTH DEPARTMENTS AS CONTRACTORS[[1]](#footnote-1)

 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 or 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 the Agreement between the parties 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 Federal funding agency.

 8. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation prior to commencing litigation.

 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. 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.

 13. 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.

 14. 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.

 15. 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."

 16. 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.”

 17. 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 2 CFR 200 Subpart F because CONTRACTOR receives less than $750,000 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 2 CFR 200 Subpart F, CONTRACTOR will undergo the required audit and agrees to send a copy of its most recent OMB Single audit report and any management letters to NACCHO.

 18. 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.

1. 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.).
2. 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”.
1. Approved by the Florida Department of Health, Office of the General Counsel on February 19, 2010. [↑](#footnote-ref-1)