



# MARIPOSA COUNTY

Health · (209) 966-3689



## RESOLUTION - ACTION REQUESTED 2018-81

MEETING: February 27, 2018  
TO: The Board of Supervisors  
FROM: Eric Sergienko, Health Officer  
RE: Approve the NACCHO Contract Agreement 2018-021404

---

### RECOMMENDATION AND JUSTIFICATION:

Approve the National Association of County & City Health Officials (NACCHO) Contract Agreement, Number 2018-021404 in the Amount not to exceed \$15,000 and Authorize the Health Officer to Sign the Agreement.

The term period for the NACCHO contract agreement begins March 1, 2018 and ends June 30, 2018. The purpose of the grant to enhance the programmatic activities of CDC Strengthening Rural Local Health Departments Capacity to Address Social Determinants of Health, GRANT # 6 NU38OT000172-05-02, CFDA # 93.424, as described in Attachment I.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors on February 6, 2018, ratified the grant application to NACCHO to address social determinants of health with Resolution # 2018-41.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Do not sign the agreement and forego the grant funding opportunity.

### FINANCIAL IMPACT:

**Budget action will be submitted for revenue of \$7,500 to be incorporated in the Fiscal Year 2017-2018 budget and the additional revenue of \$7,500 will be incorporated into the proposed Fiscal Year 2018-2019.**

### ATTACHMENTS:

2018-021404 Mariposa County Health Department (PDF)

**RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]**

**MOVER:** Merlin Jones, District II Supervisor

**SECONDER:** Miles Menetrey, District V Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Menetrey

**NACCHO CONTRACT # 2018- 021404**

**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 **Mariposa County Health Department** (hereinafter referred to as "Contractor"), with its principal place of business at P.O. Box 5, Mariposa, CA 95338.

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 Strengthening Rural Local Health Departments Capacity to Address Social Determinants of Health, GRANT # 6 NU38OT000172-05-02, CFDA # 93.424, 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 March 1<sup>st</sup>, 2018 and shall continue in effect until June 30<sup>th</sup>, 2018, 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 \$15,000.00. 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. Two invoices must be submitted as follows:

Invoice No.	Amount	Deliverables	Due date
Invoice I	\$7,500.00	Task 1	30 days after contract is fully executed
Invoice II	\$7,500.00	Task 2 and Task 3	June 30, 2018

NACCHO award number must be included on all invoices. 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.
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 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 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 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: 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](mailto:ahutapea@naccho.org)

FOR CONTRACTOR:

Mariposa County Health Department  
Eric Sergienko, MD, MPH  
P.O. Box 5  
Mariposa, CA 95338  
Tel. (209) 966 3689  
Fax. (209) 966 8248  
Email: [esergienko@mariposacounty.org](mailto:esergienko@mariposacounty.org)

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:**

By: Jerome Chester  
Jerome Chester (Mar 5, 2018)  
Name: Jerome Chester  
Title: Chief Financial Officer  
Date: Mar 5, 2018

**CONTRACTOR:**

By: [Signature]  
Name: Eric Sergienko, MD, MPH  
Title: Director/Health Officer  
Date: 2/22/2018  
Federal Tax ID No.:  
DUNS No.: 071859607

**APPROVED AS TO FORM:**

Steven W. Dahlem  
STEVEN W. DAHLEM  
COUNTY COUNSEL

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

**CONTRACTOR AGREEMENT – ATTACHMENT I**

SCOPE OF WORK

**Mariposa County Health Department**

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

- Submission of signed contract
- Confirmation of attendance of three team members to March in-person meeting
- Submission of invoice for \$7,500\*

Task 2: Completed no later than Friday, April 27, 2018:

- Participation in relevant project-related calls and/or webinars
- Participation in evaluation processes and activities as requested
- Attend in-person meeting in Washington, DC
- Submission of interim report\*

Task 3: Completed no later than Friday, June 29, 2018:

- Participation in relevant project-related calls and/or webinars
- Participation in evaluation processes and activities as requested
- Submission for Stories from the Field website\*
- Submission of final report\*
- Submission of invoice for \$7,500\*

**Payment Terms**

Invoice No.	Amount	Deliverables	Due date
Invoice I	\$7,500.00	Task 1	30 days after contract is fully executed
Invoice II	\$7,500.00	Task 2 and Task 3	June 30, 2018

Invoices should be sent to [accreditprep@naccho.org](mailto:accreditprep@naccho.org)