

**NACCHO CONTRACT # 2023- 112012**

**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 **City of Corpus Christi Through City of Corpus Christi- Nueces County Public Health District** (hereinafter referred to as “Contractor”), with its principal place of business at 1201 Leopard ST, Corpus Christi, TX 78401-2120.

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 # 6NU38OT000306-03-06, 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 August 01, 2023, and shall continue July 31, 2024, 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 \$75,000.00. 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. Five (5) invoices must be submitted as follows:

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$2,750.00	<ul style="list-style-type: none"><li>• Attend project Kick-Off Meeting (\$1,500.00)</li><li>• Completion of pre-assessment (\$1,250.00)</li></ul>	September 15, 2023
Invoice II	\$23,750.00	<ul style="list-style-type: none"><li>• Complete CDC’s Rapid Community Assessment in jurisdiction and submit summary report of methods, findings and opportunities for vaccine education and promotion (\$20,000.00)</li></ul>	November 15, 2023

		<ul style="list-style-type: none"> <li>• Develop and submit a project workplan, evaluation plan, and vaccine communications plan for project period (\$3,750 .00)</li> </ul>	
Invoice III	\$12,500.00	<ul style="list-style-type: none"> <li>• Completion of bi-annual report 1 (reporting on August through December activities) (\$5,000.00)</li> <li>• Completion of project mid-year assessment (\$2,500.00)</li> <li>• Completion of Roots of Inequity course module (\$5,000.00)</li> </ul>	February 15, 2024
Invoice IV	\$22,500.00	<ul style="list-style-type: none"> <li>• Submission of all materials, products, and/or collateral developed, adapted and utilized in vaccine communications campaign (\$15,000.00)</li> <li>• Complete and submit report including outcomes of vaccine communications campaign (\$7,500.00)</li> </ul>	May 15, 2024
Invoice V	\$13,500.00	<ul style="list-style-type: none"> <li>• Completion of bi-annual report 2 (reporting on January through June activities) (\$5,000.00)</li> <li>• Completion and submission of final report and project close activities (\$5,000 .00)</li> <li>• Regular Meeting Attendance (\$3,500.00)</li> </ul>	July 31, 2024

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 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 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. 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 Director or Chief Executive Officer of the Contractor, the Chief Executive Officer 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 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

With a copy to:  
National Association of County and City  
Health Officials

Attn: Victoria Thompson  
1201 (I) Eye Street NW 4th Fl.,  
Washington, DC 20005  
Tel. (202) 783-5550  
Fax (202) 783-1583  
Email: [VThompson@naccho.org](mailto:VThompson@naccho.org)

Attn: Ade Hutapea, LL.M., CFCM, CCCM  
Senior Director, Grants & Contracts  
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:**

City of Corpus Christi Through City of  
Corpus Christi- Nueces County Public  
Health District  
Attn: Denzel Otokunrin  
Public Health Administor - Protection  
Division, Epidemiologist  
1201 Leopard ST,  
Corpus Christi, TX 78401-2120  
Tel. (361) 826-7241  
Email: [denzel@cctexas.com](mailto:denzel@cctexas.com)

**With a copy to:**

City of Corpus Christi Through City of  
Corpus Christi- Nueces County Public  
Health District  
Attn: Denzel Otokunrin  
Public Health Administor - Protection  
Division, Epidemiologist  
1702 Horne Road,  
Corpus Christi, TX 78416  
Tel. (361) 826-7241  
Email: [denzel@cctexas.com](mailto:denzel@cctexas.com)

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.: 7460000574  
UEID: XETBTPKCL895  
DUNS No.: 069457786

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

**Scope of Work:** *Corpus Christi-Nueces County Public Health District*

**Project:** Partnering for Vaccine Equity – Communications Campaign to Strengthen COVID-19 and Influenza Uptake

**Project Period:** Upon contract execution to no later than July 31, 2024

**Award Amount:** \$75,000

**Project Background**

Through the *Partnering for Vaccine Equity* project, NACCHO will support local health departments (LHDs) to identify and address drivers of vaccine hesitancy, engage community stakeholders and influential messengers to support vaccine messaging, provide education and vaccine delivery at the community level, and facilitate relationships between vaccine providers and the community to increase vaccine confidence and access opportunities. This work will be strengthened through strategic national-level partnerships and collaboration with other funded entities to maximize sharing of resources, best practices and lessons learned in addressing misinformation and advancing vaccine equity.

**Objectives**

With support from NACCHO, *Corpus Christi-Nueces County Public Health District* seeks to meet the objectives and corresponding Scope of Work below:

1. Improve understanding of current barriers to COVID-19 and influenza vaccination for adults in local jurisdictions.
2. Identify vaccine inequities and opportunities for enhanced vaccine education and access at the local level.
3. Develop and enhance local collaborations to improve vaccine education, outreach, and access for identified adult populations.
4. Contribute to shared learning and reporting of challenges, results, and outcomes throughout the project period.

**Required Activities**

- With the support of NACCHO, conduct [CDC's Rapid Community Assessment](#)<sup>1</sup> activity designed to identify communities at-risk for low vaccine uptake, better understand the local community's vaccine needs and decisions, and identify areas of intervention and prioritize potential intervention strategies. **This is a critical element of the award and will require a substantial time commitment.**



- Plan and implement a communications campaign to promote influenza and COVID-19 vaccination uptake using lessons learned from the Rapid Community Assessment activity. The communications campaign should be specific to the jurisdiction and/or population of focus and may include traditional methods such as paid media and non-traditional methods, such as peer-to-peer education.
- Develop a workplan with identified program activities, outcomes, and goals.
- Participate in scheduled (i.e., monthly, or bi-monthly) calls with NACCHO to monitor project progress, engage in peer networking, share best practices and resources, and receive technical assistance. Technical assistance may include facilitating connections between demonstration sites and subject matter experts, training opportunities for LHD staff, and/or providing activity planning and implementation support.
- Designate at least one LHD staff member to complete NACCHO’s Roots of Health Inequity course module(s) and incorporate learnings in LHD practice or strategies.
- Partner with NACCHO to develop new and/or update existing materials and share subject matter expertise focused on adults from racial and ethnic minority groups experiencing inequities in influenza and COVID-19 vaccination coverage and uptake.
- Participate in evaluation activities and document project outcomes. As such, recipients will be expected to conduct the following activities:
  - Participate in NACCHO’s evaluation and assessment activities (i.e., a pre-assessment, post-assessment, mid-year interviews), and project close out interviews.
  - Submit final report detailing the successes, challenges, and lessons learned from participation in the project.
- Submit progress reports (monthly, bi-monthly, quarterly, etc.) to share outcomes, challenges, and needs related to vaccine promotion and accessibility activities.
- Designate one LHD main point of contact with whom NACCHO will directly communicate on all matters related to this project.

**Scope of Work A- Invoicing Schedule**

Invoice Number and Payment Schedule	Primary Task / Deliverables	Dates Recommended to Complete Tasks By	Deliverable Amount
Invoice #1 September 15, 2023	Attend project Kick-Off Meeting	Mid to Late August – Date TBA	\$1,500
Invoice total: \$2,750	Completion of pre-assessment	September 15, 2023	\$1,250
Invoice #2 November 15, 2023	Complete CDC’s Rapid Community Assessment in jurisdiction and submit summary report of methods, findings and opportunities for vaccine education and promotion.	October 31, 2023	\$20,000
Invoice total: \$23,750	Develop and submit a project workplan and vaccine communications plan for project period	November 1, 2023	\$3,750
Invoice #3 February 15, 2024	Completion of bi-annual report 1 (reporting on August-December activities)	January 8, 2024	\$ 5,000
Invoice Total: \$ 12,500	Completion of project mid-year assessment	February 15, 2024	\$2,500
	Completion of Roots of Inequity course module	February 15, 2024	\$5,000
Invoice #4 May 15, 2024	Submission of all materials, products, and/or collateral developed, adapted, and utilized in vaccine communications campaign	May 15, 2024	\$15,000
Invoice Total: \$ 22,500	Complete and submit report including outcomes of vaccine communications campaign	May 15, 2024	\$7,500
Invoice #5 July 31, 2024	Completion of bi-annual report 2 (reporting on January – June activities)	July 8, 2023	\$ 5,000
Invoice Total: \$ 13,500	Completion and submission of final report and project close activities	July 31, 2024	\$5,000

	Regular Meeting Attendance	July 31, 2024	\$3,500
--	----------------------------	---------------	---------