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Denver, Colorado 80246-1926
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SUBAWARD AGREEMENT

This Contractual Agreement is entered into, effective as of the date of the later signature indicated below, by and between the National Environmental Health Association (NEHA) with its principal place of business 720 South Colorado Boulevard, Denver, Suite 1000N Colorado 80246 and the County of San Bernardino, Department of Public Health, Environmental Health Services. (hereinafter referred to as “Subrecipient”), with its principal place of business at 385 North Arrowhead Ave, 2nd Floor, San Bernardino, CA 92415.

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

WHEREAS, Subrecipient wishes to perform such services for NEHA.

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: Subrecipient agrees to provide the goods and/or services to NEHA to enhance the programmatic activities of CDC-RFA-OT18-1802 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.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on February 1, 2020 through June 30, 2020, 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.
3. PAYMENT FOR SERVICES: In consideration for services to be performed, NEHA agrees to reimburse the Subrecipient for eligible costs incurred up to \$2,500. Eligible costs are those previously approved by NEHA. All payments will be made within 30 days of receipt of final invoice from Subrecipient and following approval by NEHA for approved services, as outlined on Attachment I. The invoice shall itemize all expenses with supporting documentation for each itemized expense. The final invoice must be received by NEHA no later than 45 days after the end date of the Agreement.

ARTICLE II: GENERAL PROVISIONS

1. INDEPENDENT CONTRACTOR: Subrecipient shall act as an independent Contractor, and Subrecipient shall not be entitled to any benefits to which NEHA employees may be entitled.
2. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient 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. **INDEMNIFICATION**: Subrecipient agrees to defend, hold harmless and indemnify NEHA and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Subrecipient's services under this Agreement, including, but not limited to, any accident or injury to persons or property.
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 NEHA, Subrecipient may not assign this Agreement nor delegate any duties herein.
6. **CONTINGENCY CLAUSE**: This Agreement is subject to the terms of any agreement between NEHA and its Primary Funder and in particular may be terminated by NEHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NEHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NEHA.
7. **INTERFERING CONDITIONS**: Subrecipient shall promptly and fully notify NEHA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Subrecipient of said duties and responsibilities under this Agreement.
8. **CONFIDENTIALITY**: *It is expected that Subrecipient will have access to confidential information of NEHA in the performance of services under this Agreement. Subrecipient agrees not to divulge to any third party, at any time either before or after termination or expiration of this Agreement, any information of NEHA that could reasonably be considered confidential information, whether or not marked as such or defined as confidential by federal, state or local law, and to use commercially reasonable efforts to protect all such confidential information so as to prevent its disclosure. Notwithstanding the foregoing, Subrecipient may file information as required to federal, state or local governments, and disclose information to Subrecipient's or NEHA's auditor for audit purposes.*
9. **OWNERSHIP OF MATERIALS**: Subrecipient hereby transfers and assigns to NEHA all right, title and interest (including copyright rights) in and to all materials created or developed by Subrecipient 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). Subrecipient shall inform NEHA 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. Subrecipient understands and agrees that Subrecipient shall retain no rights to the Materials and shall assist NEHA, upon reasonable request, with respect to the protection and/or registrability of the Materials. Subrecipient represents and warrants that, unless otherwise stated to NEHA 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. Centers for Disease Control and Prevention. Subrecipient shall include NEHA in any third party communications and consult with NEHA concerning any programmatic questions.
10. **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.

If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the Denver, Colorado 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.

11. **TERMINATION:** Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. NEHA will pay Subrecipient for services rendered through the date of termination.
12. **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.
13. **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.
14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Denver, Colorado. (without regard to its conflict of laws provisions).
15. **ADDITIONAL FUNDING:** Unless prior written authorization is received from NEHA, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
16. **REMEDIES FOR MISTAKES:** If work that is prepared by the Subrecipient contains errors or misinformation, the Subrecipient will correct error(s) within five business days. The Subrecipient will not charge NEHA for the time it takes to rectify the situation.
17. **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 email, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth at the top of this agreement. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

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

NEHA:

SUBRECIPIENT:

By: _____

By: _____

Name: Gail P. Vail, CPA, CGMA

Name: Curt Hagman

Title: Associate Executive Director,
Finance and Administration

Title: Chairman, Board of Supervisors

Date: _____

Date: 2/11/2020

National Environmental Health Association

SUBRECIPIENT AGREEMENT – ATTACHMENT I

SCOPE OF WORK

During the term of this Agreement, Subrecipient agrees to the following:

Funding will support food safety program initiatives to explore involvement in CDC's National Environmental Assessment Reporting Systems. Supported activities include:

- Staff time to learn about NEARS, such as
 - Taking Environmental Assessment Training (EATS) to conduct environmental assessments
 - Participating in a NEARS webinar training session
 - Attending a regional or national NEARS presentation
- Purchase of environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigation.
- Activities that encourage local programs within the state to participate.

Technical Requirements:

The contract between NEHA and sub-contractor is to be performed February 1, 2020 through June 30, 2020. Sub-contractor shall provide the following technical requirements:

1. Have a state or local food safety program.
2. The ability to attend online trainings and webinars.
3. Have the ability to register for NEARS.

Reporting Schedule

Sub-contractor shall submit a final summary report using the provided and approved NEHA final report template. Final reports must be submitted, along with the final invoice, to Brian Hess at BHess@neha.org no later than July 17, 2020.

Deliverables:

The deliverables for the work to be performed include the following:

1. Completion of the online Environmental Assessment Training Series (EATS)
2. Completion of the Introduction to NEARS webinar series hosted by CDC
3. Registered as a NEARS site
4. Final report and invoice submitted to NEHA by July 17, 2020