

**National Environmental Health Association  
CONTRACTUAL AGREEMENT -  
Support of National Environmental Assessment  
Reporting System (NEARS) Activities  
NEHA CDC-RFA-OT18-1802 / CFDA 93.421**

This is a contractual agreement (hereafter agreement) between the National Environmental Health Association (hereafter “NEHA”) and Monterey County (hereafter “sub-contractor”).

**Purpose and Scope**

NEHA has been awarded a cooperative agreement by The Centers for Disease Control and Prevention/National Center for Environmental Health (hereafter CDC) to perform specific services in support of CDC’s mission and goals. In order to assure timely and competent completion of these services, NEHA will, when at its sole discretion it determines there is a need to do so, retain the professional services of a sub-contractor. This agreement is designed to structure, define and establish the specific terms and provisions between NEHA and the sub-contractor for accomplishing this work.

**Services of the Sub-Contractor**

The total compensation due the sub-contractor for services provided under the terms of this agreement is **One Thousand Nine Hundred dollars (\$1,900.00)** only and during the Period of Performance March 30, 2019 through June 30, 2019. The sub-contractor understands and agrees that the sub-contractor will be responsible for making any changes or modifications to the sub-contractors work plan, tasks, and/or budget that either NEHA or CDC may request should that be necessary during approval of sub-contractor’s proposal and for subsequent changes or modifications that may be needed as determined by mutual agreement of the parties. The services to be provided by the sub-contractor under this agreement are referenced directly from the CDC Order for Supplies and Services award made to NEHA and are as follows:

**Project Objective**

This funding will support state and local health department food safety program initiatives related to environmental assessments and will allow the health department the opportunity to learn more about NEARS.

**Scope of Work**

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 March 30, 2019 through June 30, 2019. 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. Report shall be submitted, along with the invoice, to Natalie Brown at [NBrown@neha.org](mailto:NBrown@neha.org) no later than June 30, 2019.

### **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
3. Registered as a NEARS site
4. Final report and invoice submitted to NEHA by June 30, 2019

### **Payment for Services**

The sub-contractor shall include the following information on each invoice, as applicable:

1. Sub-contractor name and address
2. Sub-contractor tax identification number
3. Purchase order/contract number
4. Invoice number
5. Invoice date
6. Contract line item number and description of item
7. Unit price and extended amount for each line item, if applicable
8. Total amount of invoice
9. Name, title and E-mail address and telephone number of person to be notified in the event of a defective invoice
10. DUNS + 4 number

All invoicing under this contract will be completed by June 30, 2019. Invoices should be submitted upon deliverable completion, utilizing the provided approved NEHA invoice template.

### **Sub-Contractor Monitoring**

NEHA reserves the right to request monthly or as needed sub-contractor reports, results of audit reports as they related to work performed under this agreement, and all reasonable

requests for expense and time verification as they relate to services performed, or expenses incurred in the performance of sub-contractor's obligations under this contract.

### **Term and Termination**

This agreement will become effective upon the date that it is signed by both parties. This agreement shall be in effect until the completion and acceptance by NEHA of the sub-contractors work performed under this agreement. Upon completion by the sub-contractor of all work outlined in the "Services of Sub-Contractor" section of this agreement, and upon acceptance of that work by NEHA, based on acceptance by the CDC project manager, this agreement will terminate. Notwithstanding any other provision within this agreement, under no condition shall this agreement remain in effect beyond the end of the Period of Performance (POP) which is July 31, 2019. It may be extended by prior mutual agreement of the parties provided that the proposed extension is reduced to writing and signed by both parties.

### **Modification and Assignment**

This agreement is not subject to modification or assignment unless the proposed modification and/or assignment is agreed to by both parties and reduced to writing and signed by both parties.

### **Indemnification**

It is agreed and understood by both parties that neither party shall assume any liability for the actions of the other party in the fulfillment of the terms of this contract. This shall include but is not limited to any act of negligence, or error or omission whether intentional or not, on the part of either party to this agreement.

### **Point of Contact for NEHA:**

Questions about payments:

Gail Vail, Finance Director

NEHA

720 S. Colorado Blvd, Suite 1000-N

Denver, CO 80246

303-756-9090 x309

[GVail@neha.org](mailto:GVail@neha.org)

### **All other NEHA questions:**

Elizabeth Landeen, Associate Director, PPD

NEHA

245 S 17<sup>th</sup> St

Las Vegas, NV 89101

702-802-3924

[ELandeen@neha.org](mailto:ELandeen@neha.org)

### **Point of Contact for Subcontractor:**

Rob Durham, Management Analyst III  
Monterey County Environmental Health Bureau  
1270 Natividad Rd.  
Salinas, Ca. 93906  
831-755-8979  
[DurhamRC@co.monterey.ca.us](mailto:DurhamRC@co.monterey.ca.us)

**Sub-Contractor:**

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(Subject to Monterey County Board Approval)  
Elsa Jimenez  
Dir. of Health, Monterey County  
**OR**  
Ezequiel Vega  
Assistant Dir. of Health, Monterey County

\_\_\_\_\_  
Date

**NEHA:**

\_\_\_\_\_  
Gail Vail  
Finance Director

\_\_\_\_\_  
Date