

## CONTRACTOR AGREEMENT

This Consulting Agreement is entered into, effective as of the date of the later signature indicated below, by and between the **American Public Health Association** (“APHA”), a Massachusetts corporation, with its principal place of business at 800 I Street NW, Washington, DC 20001, and **City of Lauderhill** hereinafter referred to as “Contractor”), with its principal place of business 5581 W Oakland Park Blvd, Lauderhill, FL 33313.

**WHEREAS** APHA wishes Contractor to perform the services or provide goods as specified herein for APHA to enhance the programmatic activities of a grant; and

**WHEREAS** Contractor wishes to perform such services for or provide the goods to APHA, and

**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 (“Services”) to APHA to enhance the programmatic activities of GRANT #6NU38PW000013-01-02, CFDA #93.421 as described in Attachment I (“SOW”). 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 17, 2025, and shall continue in effect until July 31, 2025,** 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:**
  - a. **In consideration for the Services, APHA agrees to reimburse the Contractor for services up to \$30,000** Eligible costs are those previously approved by APHA. All payments will be made within 30 days of receipt of invoice(s) from Contractor and following approval by APHA for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense.
  - b. **Invoices must be submitted as follows:**

Invoice No.	Due date*	Amount
Invoice I	Upon Contract Execution	\$25,000
Invoice II	May 30, 2025	\$5,000

- c. **APHA award number must be included on all invoices.** The parties agree that payment method shall be made by electronically (EFT), via banking information provided by the Contractor. Any changes of payment method would require a modification signed by both parties. The final invoice must be received by APHA 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. APHA will not accept any invoices past 30 days after the end date of the Agreement.
  - d. **Right to Offset.** APHA may exercise a right of offset in the event of Contractor's non-performance, breach of this Agreement or any Attachment or failure to meet the requirements of Attachment I. In such event, APHA shall have the right to set off any amounts that are due to Contractor, including, without limitation, any amounts subject to a Claim under Section 13 herein.
4. **REVIEW AND ACCEPTANCE OF DELIVERABLES.** Upon delivery, APHA will review the Services and Deliverables to confirm that they meet APHA's reasonable business requirements and comply with the specifications in Attachment I. APHA will notify Contractor of any deficiency, and Contractor will use its best efforts to correct said deficiencies and re-deliver the Services and/or Deliverables. If APHA reasonably determines that the Deliverables fail to satisfy the requirements and specifications in Attachment I or otherwise fail to meet APHA's reasonable business requirements sixty (60) days after notifying Contractor of any deficiencies, APHA will so notify Contractor in writing. In such event, APHA may, at its discretion, agree to permit Contractor an opportunity to continue curing the deficiencies, but will have no obligation to do so. Should APHA decide to no longer permit Contractor to cure the deficiencies in the Deliverables, Contractor will reimburse APHA for any fees prepaid for the rejected Deliverables, and APHA will have no further liability for such rejected Deliverables. If at any time, APHA determines that the Deliverables contain errors or misinformation, Contractor will correct the errors or misinformation within five business days at no additional charge.
5. **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent Contractor, and Contractor shall not be entitled to any benefits to which APHA employees may be entitled. Contractor agrees that neither Contractor nor any Contractor personnel is or will become an employee, partner or agent of APHA while this Agreement is in effect. This agreement does not in any way create any type of partnership, association, joint venture, or other business relationship. Nothing in this Agreement shall be construed to give Contractor or any Contractor personnel any authority (i) to represent that such person is an employee of APHA, (ii) to bind APHA with respect to contracts or representations or any other matters, or (iii) to represent APHA before any court or government or regulatory authority without the express written authorization of APHA.
6. **PAYMENT OF TAXES AND OTHER LEVIES:** Contractor shall be exclusively responsible

for reporting and payment of all income tax payments, unemployment insurance, social security obligations, and similar taxes and levies. Contractor agrees to provide workers' compensation insurance for Contractor employees and agents and agrees to hold harmless and indemnify APHA for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

7. LIABILITY:

- a. 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 APHA 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.
- b. 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 APHA in the performance of this agreement shall be the responsibility of APHA, 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 APHA employee.
- c. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and APHA in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Contractor and APHA in relation to each party's responsibilities under these joint activities.

8. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

9. ASSIGNMENT: Without prior written consent of APHA or prior approval, Contractor may not assign this Agreement nor delegate any duties herein. It is noted that KMI Learning will support this effort and is considered approved.

10. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between APHA and its Primary Funder and in particular may be terminated by APHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of APHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to APHA.

11. INTERFERING CONDITIONS: Contractor shall promptly and fully notify APHA 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.

12. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold APHA, its affiliates, and their respective officers, directors, shareholders, employees and agents harmless from and against any and all claims, actions, demands, lawsuits, losses, damages, costs, expenses, judgments, fines, penalties, and liabilities (including reasonable attorney's fees and courts costs) incurred in connection with any third party demands, assertions, claims, suits, actions or other proceedings: (1) alleging the Services or Deliverables violate any applicable law, rule, regulation or judicial order; (2) arising from the acts or omissions of Contractor or its employees, agents or permitted contractors in connection with the performance of the Services; (3) alleging that the Services or Deliverables or any use of the Services or Work Product infringes any third party's patent, trade secret, copyright, trademark or other intellectual property right or misappropriates a third party's confidential information; or (4) arising from or relating to the Services or the Deliverables or any third party materials utilized in the performance of the Services (in each case a "Claim"), except to the extent such Claim is caused by APHA's willful misconduct or gross negligence.
- a. Procedures for Indemnification. Promptly after receipt of any written Claim or notice of any action giving rise to a Claim for indemnification, APHA will provide Contractor with written notice of the Claim or action. APHA will provide Contractor with reasonable cooperation and assistance in the defense or settlement of any Claim, and grant Contractor control over the defense and settlement of the Claim. However, APHA shall be entitled to participate in the defense of the Claim and to employ counsel at its own expense to assist in the handling of the claim, and Contractor will ensure that its counsel reasonably cooperates with and permits participation by APHA's counsel. Contractor will not consent to any judgment, attachment or lien or any other act adverse to the interests of the APHA without APHA's prior consent. If Contractor fails to assume the defense of a Claim or APHA reasonably determines that Contractor has failed to diligently assume and maintain a prompt and vigorous defense of any Claim, APHA may assume sole control of the defense of any Claim and all related settlement negotiations with counsel of its own choosing, and Contractor will pay all costs and expenses (including reasonable attorneys' fees) incurred by APHA in such defense within thirty (30) days of each of APHA's written requests.
13. **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 APHA, and the Senior Staff of APHA responsible for this Agreement. The costs of the dispute board shall be paid by the Contractor and APHA 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.

14. **TERMINATION**: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. APHA will pay Contractor for services rendered through the date of termination.
15. **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.
16. **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.
17. **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 laws provisions).
18. **ADDITIONAL FUNDING**: Unless prior written authorization is received from APHA, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
19. **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.
20. **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."
21. **DEBARRED OR SUSPENDED CONTRACTORS**: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization 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.
22. **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 APHA 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 Single Audit report and any management letters to APHA.

23. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor will certify to APHA 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.
24. 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.)
25. REPORTING REQUIREMENTS: If applicable, Contractor must comply with Contractor reporting requirements specified in the Federal Funding Accountability and Transparency Act (P.L. 109-282). Contractor shall submit the information required on the form provided by APHA within 15 days of execution of this agreement and prior to any payment being made against this agreement.
26. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Contractor will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing.”
27. EXPORT CONTROL COMPLIANCE. Contractor shall comply with all applicable U.S. export laws and regulations, including International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”). The subject technology of this Agreement (including data, services, software, and hardware provided hereunder, defined as “Controlled Technology”) may be controlled under these laws and regulations and may not be exported or re-exported without prior authorization in accordance with ITAR and EAR. Access to Controlled Technology by Foreign Persons as defined by 22 CFR 120.16 may require an export authorization. Contractor shall have full responsibility for obtaining any export licenses or authorization required to fulfill its obligations under this Agreement. Contractor hereby certifies that all Contractor employees who have access to the Controlled Technology are U.S. citizens, have permanent U.S. residency or have been granted political asylum or refugee status in accordance with 8 U.S.C. 1324b(a)(3).
28. 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.

29. 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 electronic mail. Either party may send a notice to the other party, pursuant to this provision, to update contact information to which notices shall be sent.

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**FOR APHA:**

**American Public Health Association**  
Attn: Public Health Policy and Practice  
**Mighty Fine**  
800 I Street, NW  
Washington, DC 20001  
Tel. (202) 777-2493  
Fax (202) 777-2530  
Email: mighty.fine@apha.org

**WITH COPY TO:**

**American Public Health Association**  
Attn: Accounting Department  
**Grant Management**  
800 I Street, NW  
Washington, DC 20001  
Tel. (202) 777-2445  
Fax (202) 777-2530  
Email: Kemi.oluwafemi@apha.org

**FOR CONTRACTOR:**

**Name:**  
**Email:**  
**Address:**  
**Telephone:**

**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:**

**APHA:**

Signature: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR:**

Signature: \_\_\_\_\_  
Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Federal Tax ID No.:  
DUNS No:  
UEI: \_\_\_\_\_

## **CONTRACTOR AGREEMENT – ATTACHMENT I**

### SCOPE OF WORK

**Name and Description of Project:** Cardiff Model Capacity Building Initiative

**Description of Services and/or Deliverables:**

**1. Project Schedule/Milestones:** Interim Report (May 2025), final report (July 2025), deliverables as identified in the RFA and monthly check-ins

- Interim Report (May 2025)
- Final Report (July 2025) with financial documentation.
- Present at the March 27<sup>th</sup> CMNN Meeting
- Present at the July CMNN Meeting
- Participate in 2 check-in meetings with APHA
- Adhere to program approach outlined in the RFA response submitted by OHSU

**2. Budget:** Updated budget must be submitted in advance of project official start.

**3. Place of Performance of SOW:** Virtual/Oregon

**4. Term/Period of Performance:** March -July 2025

**5. Key Personnel Assigned for Each Party**

**Subawardee:** \_\_\_\_\_

**APHA:** Mighty Fine

**6. Fees; Payment Schedule:**

Invoice No.	Due date*	Amount
Invoice I	Upon Contract Execution	\$25,000
Invoice II	May 30, 2025	\$5,000