

SUBAWARD AGREEMENT

This Contractual 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 1100 17th Street, N.W., Suite 200, Washington, DC 20036, and **County of Santa Clara dba Santa Clara County Public Health Department** (hereinafter referred to as "Subrecipient"), with its principal place of business at 976 Lenzen Avenue, San Jose, California 95126.

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

WHEREAS, Subrecipient wishes to perform such services for 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: Subrecipient agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of Centers for Disease Control and Prevention, CDC Grant Award # 1H75TP000309-01, CFDA # 93.283as 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 October 1, 2008 and shall continue in effect until, September 29, 2009 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 services to be performed, NACCHO agrees to reimburse the Subrecipient for eligible costs incurred up to \$250,000. Eligible costs are those previously approved by NACCHO. All payments will be made in arrears, within 30 days of receipt of invoice(s) from Subrecipient and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. Four invoices will be submitted. The NACCHO contract number must be included on all invoices.

ARTICLE II: GENERAL PROVISIONS