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SUBCONTRACTOR AGREEMENT | MOA #: 649-11 SC

**Subcontractor Agreement
between the
National Foundation for the Centers for Disease Control and Prevention, Inc.
and
County of Monterey**

Adaptations in Evidence-Based Interventions in Violence Prevention

This Subcontractor Agreement (the "Agreement") is made and entered into in Atlanta, Georgia by and between the National Foundation for the Centers for Disease Control and Prevention, Inc. (the "CDC Foundation"), a Georgia nonprofit corporation, and the County of Monterey (the "Recipient") (individually, a "Party;" collectively, the "Parties"), and, irrespective of the date of signing, is effective as of November 1, 2013 (the "Effective Date"), regardless of the date of signature.

Background

The CDC Foundation is a public charity foundation that serves the purpose of improving the health and well-being of all people by significantly enhancing the impact of the Centers for Disease Control and Prevention (the "CDC"). The CDC Foundation has received a grant for the establishment of a program to help CDC learn how evidence-based interventions to prevent violence are currently being implemented and adapted in the field and how to maximize adaption and use of evidence-based interventions successfully over time. Pursuant to the terms of this Agreement, the CDC Foundation is willing to allocate certain of those funds to the County of Monterey ("the Award") in order to implement a program whose purpose is to input information into and provide feedback on systems designed to account for and track adaptations (the "Project").

Agreement

IN CONSIDERATION OF the "Background" information set forth above and the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Award.

CDC Foundation agrees to provide to the County of Monterey funds pursuant to the terms of this Agreement. Some of the key terms and conditions of the Agreement, including the term, purpose, scope, amount, and other conditions of the Award are attached hereto as Attachment "A" and incorporated herein by this reference ("Terms of Award").

2. Obligations of the County of Monterey.

a. **The Work.** In consideration of the receipt of Award funds, the County of Monterey shall furnish all labor, materials, facilities, and equipment necessary to fulfill all terms and conditions of the Award (the "Work"). The Work shall be performed in accordance with paragraphs (1) through (6) below:

(1) **Scope of Work.** In addition to compliance with the Terms of Award (Attachment A), the County of Monterey shall comply in all material respects with the Scope of Work entitled "Adaptations in Evidence-Based Interventions in Violence Prevention, November 1, 2013 through October 31, 2014." The Scope of Work is attached to this Agreement as Attachment B.

(2) **Applicable Law.** County of Monterey shall, in the performance of the Work and this Agreement, comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances.

(3) **Standard of Performance.** County of Monterey shall perform all Work (a) in a diligent, efficient, and trustworthy manner; (b) for the purpose of advancing and improving the Mission and the Project; and (c) consistent with the highest professional and academic standards in the field. Time is of the essence in this Agreement. The Parties intend for the Work to be performed in accordance with the time frames set forth in the applicable Terms of Award and the Scope of Work.

(4) **Original Work.** County of Monterey represents that the Work shall be of original development and will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party.

(5) **No Subcontracting.** County of Monterey shall not subcontract all or any portion of County of Monterey's obligations under this Agreement without the CDC Foundation's prior written consent. Furthermore, in the event that the CDC Foundation authorizes the subcontracting of all or any portion of the County of Monterey's obligations under this Agreement, the County of Monterey warrants that it will require all of its authorized subcontractors to comply and be bound in all material respects with the terms and conditions of this Agreement.

(6) **Stipulation Regarding Use of Human Subjects in Research.** If the Work will include, in whole or in part, research involving human subjects, then the County of

Monterey shall conduct all such research regarding human subjects in accordance with 42 U.S.C. § 289 and 45 C.F.R. part 46, each as amended from time to time. In particular, the County of Monterey shall ensure that the rights and welfare of human subjects are protected; that informed consent by all human subjects has been freely given; that the balance between risk and potential benefit involved has been assessed and deemed acceptable; and that the County of Monterey has made appropriate arrangements to eliminate or mitigate the consequences to subjects or their families in the case of death, injury, or illness resulting from the conduct or research relating to this Agreement. Furthermore, the County of Monterey shall take reasonable precautions to protect the confidentiality of the information relating to the possible identification of human subjects. The County of Monterey shall obtain and provide to the CDC Foundation prior to the commencement of research on human subjects a written certification of ethical review and approval for such human research from the County of Monterey's Institutional Review Board ("IRB"), which shall conduct the review in accordance with 22 C.F.R. part 225, or from such other qualified ethical review board acceptable to the CDC Foundation.

b. Financial Matters.

(1) **Budget.** The approved budget for this program (the "Approved Budget") is attached to this Agreement as Attachment "C". No deviation from the Approved Budget is authorized absent the express written approval of the CDC Foundation.

(2) **Payment Schedule.** The CDC Foundation will provide a lump sum payment to the Grantee within 30 days of Grantee's signing of this Agreement in the amount of \$30,000 for the purposes indicated in the Scope of Work (Exhibit B) and subject to the terms indicated in the Approved Budget (Exhibit C). Grantee acknowledges that this agreement represents funding for Year 1 only.

(3) **Travel.** The County of Monterey is responsible for managing funds in the travel component of the Approved Budget (if applicable), and any allowable travel, living, and out-of-pocket expenses will require supporting documentation. Any variation in travel from that authorized in the Approved Budget requires the prior written authorization from the CDC Foundation.

(4) **Personnel.** The County of Monterey will administer all compensation and benefits for its own personnel, agents, employees, and/or independent contractors hired by the County of Monterey to perform the Work. In no event shall the CDC Foundation be liable or responsible for any payments, compensation, benefits, or other financial obligations to any of the County of Monterey's personnel, agents, employees, or independent contractors.

(5) **Accounting Procedures.** The County of Monterey agrees to maintain books and records ("Records") in sufficient detail and will properly reflect all work done and results achieved in the performance of the Work. At any time before or after final payment under this Agreement, except where limited by law, the CDC Foundation may request,

and the County of Monterey agrees to permit, examination of the Records to the extent necessary to substantiate the performance of its obligations under this Agreement and applicable law. Any such examination will be conducted at reasonable times and upon reasonable notice. Upon receipt and approval of the Invoice designated by the County of Monterey as the Final Invoice, and upon compliance by the County of Monterey with all terms of this Agreement, the CDC Foundation shall promptly pay any balance due the County of Monterey. The Final Invoice shall be submitted by the County of Monterey as promptly as practicable following completion of the Work, but in no event later than one year (or such longer period as the CDC Foundation may approve in writing) from the date of completion.

(6) **Reporting.** The County of Monterey will submit annual program and financial reports to the CDC Foundation to indicate progress toward accomplishment of program outputs and the use of funds advanced to it under the Award (the "Reports"). Financial reports shall include budgeted and actual costs by line item. The County of Monterey will also report and provide justification for any unauthorized deviations from the Approved Budget, but the CDC Foundation is not obligated to approve or pay for any such deviation. The Reports are due on September 30, 2014. The County of Monterey also agrees to submit other reports that the CDC Foundation may reasonably request.

3. Termination. This Agreement will expire on October 31, 2014, unless sooner terminated by either Party, with or without cause, upon 30 days prior written notice. Upon either party's termination, the CDC Foundation's sole and exclusive obligation to the County of Monterey shall be the payment of unpaid invoices properly due and payable for all Work performed prior to the effective date of termination. Following such payment, no further payments to the County of Monterey will be made under this Agreement. Furthermore, upon such termination, any uncommitted funds previously delivered to the County of Monterey (if any) will be returned to the CDC Foundation, and the County of Monterey shall provide to the CDC Foundation within 30 days of the effective date of termination a full accounting of the receipt and disbursement of funds and expenditures incurred under the Award as of the effective date of termination. Unless otherwise directed in writing by the CDC Foundation, any unused supplies, property or equipment acquired with funds provided under this Agreement will be returned to the CDC Foundation. In no event will the CDC Foundation be liable to the County of Monterey for any anticipated fees, revenues, or lost profits on account of a termination under this Section.

4. Continued Funding. The Parties acknowledge and agree that this Agreement provides funding for Year 1 only. Noncompetitive continuation of funding for the project for an additional time period will be based on performance and availability of funds and is not guaranteed.

5. Ownership and Use of Data. The County of Monterey shall have and retain title to all copyrights, patents, trade secrets, or other intellectual property rights. The County of Monterey shall have and retain the plans, data or other information developed by the County of Monterey in connection with this Agreement (the "Data") and for purposes of carrying out

the Project and the Mission. However, County of Monterey hereby grants to the CDC Foundation and the Robert Wood Johnson Foundation a non-exclusive, irrevocable, perpetual, fully-paid right and license to reproduce, publish, copy, alter, or otherwise practice and use the Data, including the right to modify or create derivative works from the Data, and the right to license others to use the Data in furtherance of the Mission and the Project. In the event that the County of Monterey publicly disseminates the Data in any fashion, the County of Monterey agrees to accompany, or use their best efforts to cause to be accompanied, any release or publication of the Data with an acknowledgement of the help and support of the CDC Foundation and the Robert Wood Johnson Foundation, by means of a tag line in substantially the following form: "The source of this information is the Adaptation of Evidence-Based Interventions in Violence Prevention program, a joint project of the CDC Foundation and the Robert Wood Johnson Foundation."

6. Confidential Information. During the term of this Agreement and for a period of five (5) years thereafter, each Party will protect from disclosure to third parties the Confidential Information of the other Party. "Confidential Information" means all non-public information of a competitively sensitive nature that the Parties designate as "confidential" concerning County of Monterey, CDC Foundation, and the Robert Wood Johnson Foundation, including, but not limited to: any information (whether in writing or retained as mental impressions) concerning operational costs and processes; pricing, cost or Award terms; quality programs; annual and long-range business plans; marketing plans and methods; contracts and bids; and personnel. Neither Party shall be obligated to maintain in confidence: (a) information which is or subsequently may become within the knowledge of the public through no fault of the receiving party; (b) information which the receiving party can show was previously known to it as a matter of record at the time of receipt; (c) information which may subsequently be obtained lawfully from a third party who has obtained the information free of any confidentiality obligations; (d) information which may subsequently be developed as a matter of record, independently of disclosure, by the receiving party; or (e) records subject to disclosure pursuant to the California Public Records Act.

7. Indemnification. The County of Monterey shall indemnify, defend, and hold harmless CDC Foundation, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities and losses occurring or resulting to any person, firm or corporation for damage, injury, or death arising out of or connected with the County of Monterey's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of CDC Foundation. The County of Monterey's performance includes the County of Monterey's action or inaction and the action or inaction of the County of Monterey's officers, employees, agents and subcontractors.

The CDC Foundation shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and

reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CDC Foundation's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County of Monterey. The CDC Foundation's performance includes CDC Foundation's action or inaction and the action or inaction of CDC Foundation's officers, employees, agents and subcontractors.

8. Limitation of Liability. In no event shall either party be liable to the other for consequential, indirect, special, incidental or similar damages, including without limitation anticipated fees, revenues, or lost profits; provided however, that the foregoing exclusions and limitations shall not apply in the event of: (a) claims for bodily injury (including loss of life) or damage to real property or tangible personal property to the extent caused by the negligence or willful misconduct of either party; (b) contractor's infringement of any third party intellectual property rights; or (c) breach by either party of the confidentiality obligations set forth in this agreement.

9. Notices and Reports. Any notice, report, or communication required to be given by either Party to this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or by confirmed facsimile transmission to the addresses below or such other address as either Party may specify to the other:

County of Monterey:

Ray Bullick
Director of Health
Monterey County Health
Department
1270 Natividad Road
Salinas, CA 93906
Tel: (831) 755-4526
Email: BullickR@co.monterey.ca.us

To CDC Foundation:

Verla S. Neslund, J.D.
Vice President for Programs
CDC Foundation
55 Park Place, Suite 400
Atlanta, Georgia 30303
Tel: (404) 653-0790
Fax: (404) 653-0330
Email: Vneslund@cdcfoundation.org

To CDC Foundation:

Sara Sandlin
Senior Program Officer
CDC Foundation
55 Park Place, Suite 400
Atlanta, Georgia 30303
Tel: (404) 653-0790
Fax: (404) 653-0330
Email: SSandlin@cdcfoundation.org

10. Independent Parties; No Partnership. This Agreement does not create a partnership, joint venture or similar relationship between the Parties, and neither Party shall have the power to obligate or bind the other Party with respect to third parties in any manner whatsoever. The Parties agree not to contend to the contrary or to attempt to enforce any contrary intentions in any court. In addition, neither Party shall represent to third parties that it is an agent, partner or joint venturer of the other. In the event that the Parties do refer to each other as "partners" or that a "partnership" relationship exists between the Parties, the use of the terms "partner," "partnership," or derivatives thereof shall be used solely to convey the Parties anticipated spirit of cooperation and is in no way intended or to be used to establish joint and several liability, fiduciary duties, or other implications of the legal term of art "partner."

11. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

12. Headings. The captions and headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of this Agreement.

13. Binding Effect. This Agreement shall bind the Parties and their parents, subsidiaries, affiliates, successors and permitted assigns.

14. No Assignment. This Agreement shall not be assigned by either Party by operation of law or otherwise without the prior express written consent of the other.

15. No Waiver. The failure of either Party to exercise any right, power or remedy provided under this Agreement or otherwise available at law or in equity, or to insist upon compliance by the other Party with this obligation hereunder, and any custom or practice of the Parties at variance with the terms hereof, shall not constitute a waiver by such Party of its rights to exercise any such or other right, power or remedy or to demand such compliance. Any of the terms or conditions of this Agreement may be waived in writing at any time by the Party that is entitled to the benefits thereof.

16. Amendments. This Agreement may not be amended, changed, supplemented or otherwise modified or terminated except upon the execution and delivery of a written agreement executed by the Parties.

17. Benefit. This Agreement is not intended to be for the benefit of, and shall not be enforced by, any person who or which is not a party to it.

18. Further Assurances. Each Party shall attend meetings, execute further documents and agreements and do all other things reasonably required to carry out the terms and conditions of this Agreement in accordance with its true intent.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same Agreement.

20. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between and among the Parties with respect to the subject matter hereof; provided, however, this provision is not intended to abrogate any other

written agreement between the Parties executed with or after this Agreement.

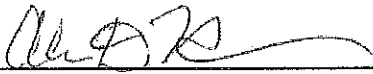
21. Even Construction. The Parties acknowledge that this Agreement was the subject of fair negotiation between Parties adequately represented by counsel of their choice. Neither Party shall be considered the "drafter" of this Agreement for the purpose of construing any of its terms and conditions.

22. Survival. The terms and conditions of this Agreement which by their nature are reasonably intended by the Parties to survive expiration or termination of this Agreement for any reason, including without limitation Sections 2(b)(5), 5, 6, 7, 8, 10, and this Section 23, shall so survive.

23. Anti-Terrorism Statement. The Party hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. The Party further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the Party knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date by the Parties' duly authorized representatives, at the place first above mentioned.

National Foundation for the Centers for Disease Control and Prevention, Inc.

By: 
Alan D. Harrison
Vice President for Administration

Date: 4/3/2014

County of Monterey

By: _____

Date: _____

Ray Bullick, Director of Health

APPROVED AS TO FORM AND LEGALITY

By: 

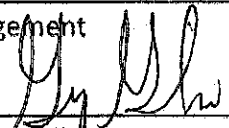
Date: 4/4/14

County Counsel

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Risk Management

Date: _____

By: 

Date: 4-7-14

Auditor-Controller

Attachments (to be attached)

Attachment A - Terms of Award

Attachment B - Scope of Work

Attachment C - Approved Budget



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ATTACHMENT A :: TERMS OF AWARD

Purpose: To acquire and track information on adaptations made to evidence-based violence prevention programs.

Recipient(s):	<p>Ray Bullick Director of Health Monterey County Health Department 1270 Natividad Road Salinas, CA 93906 Telephone: (831) 755-4526 Email: BullickR@co.monterey.ca.us</p> <p>Krista Hanni Planning, Evaluation, and Policy Manager Monterey County Health Department 1270 Natividad Road Salinas, CA 93906 Telephone: 831-755-4586 Email: hannikd@co.monterey.ca.us</p>
CDC Foundation Contact:	<p>Sara Sandlin Senior Program Officer CDC Foundation 55 Park Place, Suite 400 Atlanta, GA 30303 Telephone: (404) 523-1536 Fax: (404) 653-0330 Email: ssandlin@cdcfoundation.org</p>
Project Title:	Adaptations in Evidence-Based Violence Prevention
Agreement Term:	November 1, 2013 through October 31, 2014
Award Amount:	\$30,000



ATTACHMENT B: SCOPE OF WORK

Adaptations in Evidence-Based Interventions in Violence Prevention

Contractor Name: County of Monterey

Contract Term: November 1, 2013 through October 31, 2014

Contract Amount: \$30,000

Scope of Work for Contract Period

For the purpose of the scope of work described herein, "Grantee" refers to the organization (i.e., health department) that is listed as the recipient of CDC STRYVE funding. However, in its application, the Grantee listed specific health department staff and STRYVE coalition leaders and/or collaborators who will participate in project activities. These individuals will be expected to participate in project activities, unless the Grantee notifies the project of personnel changes.

The Scope of Work described below covers tasks and deliverables the Contractor will be responsible for completing during the contract period. If the Contractor agrees to complete activities beyond the scope of work described herein, then a new scope of work will be provided to the Contractor.

Task	Due Date
1. Travel three representatives to one CDC-identified training and/or technical assistance opportunity.	By 8/31/2014
2. Collect, manage report and interpret adaptation data.	Ongoing and through quarterly written reports
3. Verbally share project-related progress, success stories, challenges and lessons learned.	Ongoing
4. Participate in technical assistance calls facilitated by Adaptation Project staff.	Bimonthly (every other month)
5. Participate in two technical assistance calls and/or webinars facilitated by the YES research team for all STRYVE grantees	Dates TBD
6. Participate in up to ten individual site technical assistance calls facilitated by the YES research team	Ongoing

7. Provide feedback on adaptation tracking tool(s) provided by CDC Adaptation team.	As Requested
8. Share and process Adaptation concepts and materials with local STRYVE staff and leaders who do not attend training and technical assistance opportunities (e.g., staff training sessions, staff and board updates).	Ongoing
Deliverables	
1. Feedback on adaptation tracking tool(s)	By November, 22, 2013
2. Quarterly submission of adaptation data and summary of analysis and interpretation.	Quarterly
3. Final narrative report (2-3 pages at the most) on grantee activities for the CDC Foundation.	August 31, 2014
4. Final financial accounting of their expenses for the CDC Foundation.	August 31, 2014

Tasks

Task 1: Travel three representatives to one CDC-identified training and/or technical assistance opportunity.

The Grantee will participate in an onsite training and/or technical assistance opportunity during dates to be determined. The training will focus on project-related activities. Grantees will receive instruction, tools and technical assistance on identifying, tracking, making and responding to adaptations. This event does not include the October 2013 reverse site visit.

Task 2: Collect, manage and report adaptation data

Throughout the funding period, the Grantee will collect and manage adaptation tracking data of YES (in addition to using Adaptation Project tracking tool(s), Grantees may also track adaptations through additional methods including but not limited to: direct observation, focus groups, and interviews). The Grantee will submit adaptation tracking data on a quarterly basis to the Adaptation Team and include a summary of data analysis and interpretation.

Task 3: Verbally share project-related progress, success stories, challenges and lessons learned.

The grantee will share project-related progress, success stories, challenges and lessons learned during in-person site visits, technical assistance calls and webinars or other venues and formats as appropriate.

Task 4: Participate in technical assistance calls facilitated by Adaptation Project staff on a bimonthly (every other month) basis.

The grantee will identify appropriate staff and leaders to participate in bimonthly technical assistance calls which will include guidance and support for tracking, monitoring and reporting on adaptations.

Task 5: Participate in two technical assistance calls and/or webinars facilitated by the YES research team.

The grantee will identify appropriate staff and leaders to participate in two technical assistance calls and/or webinars for all STRYVE grantees and facilitated by the YES research team during the funding period.

Task 6: Participate in up to ten individual site technical assistance calls facilitated by the YES research team.

The grantee will participate in up to 10 individual (site-specific) technical assistance calls facilitated by the YES research team.

Task 7: Provide feedback on adaptation tracking tool(s) provided by CDC Adaptation team.

The grantee will provide feedback on adaptation tracking tools as they become available. Feedback will be solicited during the reverse-site visit in October, in written format and may be solicited via teleconference during regularly scheduled technical assistance calls.

Task 8: Share training concepts, materials and resources.

Individuals who participate in Activities 1-7 will share training concepts, materials and resources garnered during these activities with staff and leaders who do not attend these opportunities as appropriate to facilitate implementation and evaluation. Individuals may share through venues such as staff training sessions, staff, coalition, and board updates. The Grantee will determine how to engage its organization's and STRYVE coalition staff and leadership and will receive support from the Adaptation Team.

Deliverables

The Grantee will be responsible for four deliverables during the award period.

Deliverable 1: Feedback on adaptation tracking tool(s)

The Grantee will provide feedback on adaptation tracking tools. The Grantee will produce one round of feedback on an initial set of project tools and a subsequent second round of feedback on a revised set of tools. The Adaptation Team will provide guidance for reporting no later than October 2013.

Deliverable 2: Quarterly Submission of adaptation data and summary of analysis and interpretation of data.

The grantee will submit adaptation tracking data on a quarterly basis and a summary of data analysis and interpretation.

Deliverable 3: Final narrative report (2-3 pages at the most) on grantee activities for the CDC Foundation.

The Grantee will submit a summary of its participation in project activities (2-3 pages at the most). The CDC Foundation will provide guidance to prepare this report.

Deliverable 4: Final Financial Accounting of Expenses for the CDC Foundation.

The Grantee will submit a final financial accounting of their expenses (maximum 1 page). The CDC Foundation will provide guidance to prepare this report.



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ATTACHMENT C :: APPROVED BUDGET

Contractor Name: Monterey County Health Department

Effective Period: November 1, 2013 through October 31, 2014

Description	Amount Budgeted
Personnel	\$24,000
Travel	\$6,000
Subtotal, Project Costs	\$30,000
Grand Total	\$30,000

No deviations from this budget are authorized without the expressed prior permission of the CDC Foundation.

