

**CONTRACT FOR SERVICES AGREEMENT**

**AGREEMENT NUMBER:** 1021393

**PAYMENT TYPE:** Fixed Price

**PERIOD OF PERFORMANCE:** July 1, 2016 through December 30, 2016

**TOTAL AMOUNT:** Budget Ceiling of \$25,000

**CONTRACTOR INFORMATION**

**COUNTY OF MONTEREY**  
**Monterey County Health Department**  
 1270 Natividad Road  
 Salinas, CA, 93906  
 Tel: 831-755-4505

**AUTHORIZED REPRESENTATIVE**  
 Elsa Jimenez, Interim Director  
 Email: [jjimenezem@co.monterey.ca.us](mailto:jjimenezem@co.monterey.ca.us)  
 Tel: 831-755-4505

**CUSTOMER INFORMATION**

**PUBLIC HEALTH INSTITUTE**  
 555 12<sup>th</sup> Street, 10<sup>th</sup> Floor  
 Oakland, CA, USA 94607  
 Tel: 510-285-5500

**AUTHORIZED REPRESENTATIVE**  
 Teresa Leung, Director of Grants and Contracts  
 Email: [tleung@phi.org](mailto:tleung@phi.org)  
 Tel: 510-285-5722

**PROGRAM REPRESENTATIVE**  
 Steven Teutsch  
 Email: [steventeutsch@gmail.com](mailto:steventeutsch@gmail.com)  
 Tel: 323-352-8079

**ADMINISTRATIVE REPRESENTATIVE**  
 Kimberlee Yates, Grants and Contracts Specialist  
 Email: [kvates@phi.org](mailto:kvates@phi.org)  
 Tel: 916-285-1228

The Public Health Institute (PHI) hereby enters into this Contract for Services Agreement as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of Monterey is hereafter referred to as "Contractor." The Contractor agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Contract for Services Agreement.

**CONTRACTOR SIGNATURE**

Name \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_

**PUBLIC HEALTH INSTITUTE**

Teresa Leung \_\_\_\_\_ Date \_\_\_\_\_  
 Director of Grants and Contracts

RISK MANAGEMENT  
 COUNTY OF MONTEREY  
 APPROVED AS TO INDEMNITY  
 INSURANCE LANGUAGE

By: [Signature]  
 Date: 6/30/16

APPROVED AS TO FORM  
[Signature]  
 DEPUTY COUNTY COUNSEL  
 COUNTY OF MONTEREY

Reviewed as to fiscal provisions

[Signature]  
 Auditor-Controller 6-2816  
 County of Monterey

**CONTRACT FOR SERVICES AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
COUNTY OF MONTEREY**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Agreement is expected to start and end as follows unless amended by both parties:
  - Start Date: July 1, 2016
  - End Date: December 30, 2016
2. **SCOPE OF WORK:** Contractor will provide the services and complete the deliverables as outlined in Exhibit A (Scope of Work).
3. **TOTAL AMOUNT:** The maximum amount payable under this Agreement is for the fixed price amount of \$25,000 to be paid in accordance with Exhibit B (Payment Schedule).
4. **INVOICES:** Contractor will invoice PHI for services rendered in accordance with Exhibit A (Scope of Work) and according to Exhibit B (Detailed Budget). Upon approval by the PHI's Program Representative, Steven Teutsch, of the Contractor's invoices, PHI will reimburse Contractor, in arrears, up to the total amount specified above. PHI will have no obligation to pay Contractor for invoices submitted more than 30 days after the date of expiration of this agreement. The invoice will be on letterhead and include: Agreement Number, Contractor Name, Contractor Mailing Address, Contractor Telephone, Invoice Number, Invoice Period, and Signature. For fixed price agreements, invoices must include a description of deliverables completed and payment amount for those deliverables.
5. **RECORDS RETENTION:** Contractor will preserve and retain all of its financial records, supporting documentation and all other records, documents, papers and other materials pertinent to this agreement for three (3) years following the term of this agreement, except that records relating to any audit, appeal, claim or litigation arising out of this agreement will be retained until such matters are finally resolved or the retention period ends, whichever is later. Contractor will make the foregoing financial and other records and materials available to PHI and the funding agency, if any, with advance written notice, at any reasonable time for audit, examination, excerpt and transcription.
6. **COPYRIGHT:** Any work product, including, without limitation, any trade secret, copyright, patent, trademark, or other intellectual property, that the Contractor creates or helps create in performing services under this Agreement will be, and are hereby assigned to PHI as its sole and exclusive property. Accordingly, Contractor will assign to PHI all right, title, and interest worldwide in the work product; grant to PHI an irrevocable, exclusive royalty-free, perpetual, and world-side license to any rights in the work product that cannot be assigned to PHI; and waive enforcement against PHI of any rights in the work product that cannot be assigned or licensed to PHI. Contractor will assist, and will ensure that Contractor's employees, agents, and Contractors assist PHI in obtaining and enforcing these rights in the

work product.

7. **RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data (including without limitation writings, drawings, designs, data files and similar works) first produced or developed by the Contractor under this Agreement and the right to authorize others to do the same.
8. **PUBLICATIONS:** Contractor will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Contractor will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Contractor will incorporate the requirements of this clause in all lower tier Agreements.
9. **INDEPENDENT CONTRACTOR:** Contractor is an independent Contractor, not an employee of PHI or the Funding Agency, if applicable. Contractor agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.
10. **CONFIDENTIALITY:** Contractor agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Contractor by PHI in the course of providing services under this Agreement. All PHI confidential information will be clearly marked "Confidential" and will be sent to Contractor's Authorized Representative. Contractor will incorporate the requirements of this clause in all lower tier agreements, if applicable.
11. **INDEMNIFICATION:**
  - a. *PHI shall indemnify, defend, and hold harmless the Contractor, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by PHI and/its agents, employees of sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by Contractor. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Contractor. PHI shall reimburse the Contractor for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which PHI is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.*
  - b. Contractor shall indemnify, defend, and hold harmless PHI, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/its agents, employees of sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by PHI. It is the intent of the parties to this Agreement to provide the broadest possible coverage for PHI. The Contractor shall reimburse PHI for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which Contractor is obligated to indemnify, defend and hold harmless PHI under this Agreement.

12. **LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
13. **INSURANCE AND LICENSES:** Contractor will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by the laws of the United States, the State of California, the County of Contractor's domicile, and all other appropriate governmental agencies. Contractor's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI's termination.
14. **REPRESENTATIONS:** Contractor represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
15. **EXCUSABLE DELAY:** If Contractor is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Agreement will be extended for a period equivalent to the delay.
16. **INTERFERING CONDITIONS:** Contractor agrees to promptly notify PHI of any condition that might interfere with this Agreement. Notification will not relieve Contractor of any responsibilities hereunder.
17. **TERMINATION:** PHI may suspend or terminate this agreement at any time by giving 30 days written notice of suspension or termination to Contractor if the prime grant is suspended or terminated in whole or in relevant part, or if Contractor materially fails to comply with any of the terms and conditions of this agreement. Either party may terminate this agreement without cause upon 30 days written notice to the other party. If Contractor sends or receives a notice of suspension or termination, Contractor will cancel as many outstanding obligations as possible. On the date of suspension or termination, Contractor will stop work and Contractor will not incur any new obligations. In the case of termination without cause or termination resulting from suspension or termination of the prime award, PHI will pay Contractor for costs incurred prior to the date of suspension or termination, including un-cancellable obligations.
18. **DEBARMENT CERTIFICATION:** Contractor certifies by signing this Agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance (including research personnel) participating directly or indirectly in the performance of this are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as specified in 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions. Contractor certifies that it is not listed as debarred or suspended in

[www.sam.gov](http://www.sam.gov).

19. **NON-DISCRIMINATION:** Contractor shall comply with Executive Order (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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
20. **WHISTLEBLOWER:** Contractor is hereby given notice that the 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" applies to this Agreement. Employee Whistleblower Rights and Requirement requires that (a) this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program, (b) the Contractor will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, (c) the Contract For Services will insert the substance of this clause, including this paragraph in all subcontracts over the simplified acquisition threshold.
21. **COMPLIANCE WITH LAW:** Contractor agrees to comply with all relevant state and federal statutes and regulations.
22. **GOVERNING LAW:** The validity, construction, and effect of this Agreement will be governed by the laws of the United States of America and the State of California.
23. **SEVERABILITY:** If any provision of this Agreement is held in conflict with law, the validity of the remaining provisions will not be affected.
24. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
25. **ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Agreement, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
26. **NON-ASSIGNMENT:** This Agreement is not assignable by Contractor without the prior written consent of PHI.
27. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Agreement will not extinguish any previously-accrued rights or obligations of the parties.
28. **NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Contractor's Authorized Representative named on the cover page of this agreement.

**29. ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

# **EXHIBIT A** **SCOPE OF WORK** **Core Metrics Project**

## **Deliverables:**

1. Identifying and maintain a central point of contact between PHI and site for the duration of the project
2. Providing names of coalition or collaborative members, and assist with connection including recruitment for stakeholder interviews and in-person convenings
  - a. Identifying and secure meeting space for the two convenings
  - b. Providing food for convening (total of 2 convenings), Aligned and TBD as both parties mutually agree to date
3. Providing summary or de-identified publicly available local data for inclusion on the interaction dashboard of core measures as needed. No individually identifiable data will be requested or provided.
4. Sharing local data sources for inclusion on the interaction dashboard of core measures
5. Assigning a representative to support PHI with acquisition of local data sources and provide feedback on the interactive dashboard of core measures
6. Completing two convenings with stakeholders
7. Providing feedback on final LiveStories dashboard

## **Ongoing responsibilities:**

8. Assisting with and facilitate logistics for project related work

# **EXHIBIT B** **PAYMENT SCHEDULE**

The Contractor will be paid the total fixed price amount of \$25,000 as follows:

| Milestones/Deliverables                | Amount             |
|--|--------------------|
| Completion of Deliverables 1 & 2       | \$8,333.33         |
| Completion of Deliverables 3, 4, 5 & 6 | \$8,333.33         |
| Completion of Deliverables 7, 8, & 9   | \$8,333.34         |
| <b>Total</b>                           | <b>\$25,000.00</b> |

