

**RENEWAL AND AMENDMENT No. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY & INSIGHTFORMATION**

THIS RENEWAL AND AMENDMENT No. 1 is made to the AGREEMENT by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County" and Insightformation, Inc., hereinafter "CONTRACTOR."

RECITALS

WHEREAS, the County and CONTRACTOR entered into the AGREEMENT for training in strategy map development to a network of county partners through webinars, workshops, and materials; access to super-users to an online web-based planning and reporting tool and training in use of the tool from 3/10/17 to 8/15/17 and for a total not to exceed sum \$49,850; and

WHEREAS, the AGREEMENT between the County and CONTRACTOR expired on 8/15/17; and

WHEREAS, the County and CONTRACTOR wish to renew the AGREEMENT retroactive to 8/16/17; and

WHEREAS, the County and CONTRACTOR wish to increase the total liability under the Agreement, extend the term, and agree to amend the AGREEMENT in the following manner; and

NOW THEREFORE, the County and CONTRACTOR hereby agree as follows:

1. Section 2.01, "PAYMENT PROVISIONS" shall be amended by removing, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$49,850." and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed \$85,603".
2. Section 3.01, "TERM OF AGREEMENT", shall be amended by removing, "The term of this agreement is from 3/24/17 to 8/15/17, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from 3/24/17 to 7/31/18, unless sooner terminated pursuant to the terms of this Agreement".
3. EXHIBIT A is hereby deleted and replaced in its entirety and attached hereto as EXHIBIT A-1. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the Agreement.

A copy of the AMENDMENT No. 1 shall be attached to the original AGREEMENT executed by the County on 3/23/17.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to AGREEMENT as of the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

Director of Health

Dated

CONTRACTOR

By: _____

Signature of Chair, President, or
Vice-President

Printed Name and Title

Dated: 10-14-2017

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Printed Name and Title

Dated: 10-14-2017

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT A-1

**To Agreement by and between
Monterey County Health Department, hereinafter referred to as "County"
AND
Insightformation, Inc., hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 Summary of Services

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Develop strategy maps for the four Impact Monterey County Network priority areas (health, education, economic self sufficiency, and safety) through review of materials related to four domains (needs assessments, strategic plans, reports from organizations involved in the network), pre-workshop client trainings (readings and webinars), on-site workshops and follow-up webinars, and deployment of InsightVision web-based system to display strategy maps and track outcomes through an indicator dashboard and which can be used as part of the County's Community Health Improvement Plan to meet national public health accreditation requirements. CONTRACTOR shall provide a subscription service that will allow County access to the InsightVision web-based system with recurring access for data input by licensed users and relevant for use with strategy maps.

A.2 Implementation and Licensing Services

Online Web embedding and publication of strategy maps with viewing access for the public of several tabs available in the licensed software as defined by County. County will embed the link to the published strategy maps and view graphs, charts, and other information as defined by County. CONTRACTOR shall host the software, data, and the application.

A.3. Out of Scope

This Agreement does not include any software subscription, software installation, and or software purchase by County. County is responsible for all software necessary in County environment to include County workstations and servers that store data.

A.4 Professional Services

Contractor shall assess the data elements and associated information provided by County, develop draft presentation examples with ability for County designated staff to update the data and maps. CONTRACTOR shall host and maintain the web portal with County to update the data and maps.

B. COUNTY RESPONSIBILITIES

B.2 County will be responsible for the internet connection needed by County staff to access data online.

B.3 County will be responsible for the workstations on County premise and any other ancillary hardware necessary to store data retrieved from published site.

C. DEFINITIONS

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

1. **"County Service Representative"** shall be the person at CONTRACTOR designated by CONTRACTOR to receive notices of Errors encountered by County that County's Administrator has been unable to resolve.

2. **"Error"** means any failure of the Software to conform in any material respect with its published specifications.

3. **"Error Correction"** means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.

4. **"Priority A Error"** means an Error that renders the Software inoperative or causes a complete failure of the Software.

5. **"Priority B Error"** means an Error that substantially degrades the performance of the Software or materially restricts County's use of the Software.

6. **"Priority C Error"** means an Error that causes only a minor impact on County's use of the Software.

7. **"Update"** means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by CONTRACTOR from time to time to County.

8. **"Normal Business Hours"** means 8:00 am to 5:00 pm Monday through Friday, Central Time Zone.

9. **“Standard Named User”** means a user with a unique log-in, who can access all pages of InsightVision platform for Monterey County.

D. COUNTY OBLIGATIONS

County will provide at least one administrative employee (the “Administrator” or “Administrators”) who will handle all requests for first-level support from County’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to County’s employees and Users. CONTRACTOR will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to County’s employees and Users. The Administrators will refer any Errors to CONTRACTOR’s County Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist CONTRACTOR in gathering information to enable CONTRACTOR to identify problems with respect to reported Errors.

E. SUPPORT SERVICES

1. Scope. As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve, and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to County during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the County Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.

2. Procedure.

a. **Report of Error.** In reporting any Error, the County’s Administrator will describe to CONTRACTOR’s County Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. CONTRACTOR reserves the right to reclassify the Priority of the Error.

b. **Efforts Required.** CONTRACTOR shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to CONTRACTOR’s County Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, CONTRACTOR will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon

verification, will commence Error Correction. CONTRACTOR will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. CONTRACTOR will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to CONTRACTOR outside Normal Business Hours	Time in Which CONTRACTOR Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

3. CONTRACTOR Server Administration.

a. CONTRACTOR is responsible for maintenance of Insightvision Server hardware. Server administration includes:

- Monitoring and Response
- Service Availability Monitoring
- Backups
- Maintenance
 - Microsoft Patch Management
 - Security patches to supported applications and related components
 - Event Log Monitoring
 - Log File Maintenance
 - Drive Space Monitoring
- Security
- Virus Definition & Prevention
- Firewall

F. PAYMENT PROVISIONS

CONTRACTOR shall produce the following deliverables (onsite and webinar workshops, installed products, etc.) by the dates indicated below:

Activity	Deliverable	Timeline	Cost
Step 1			
Information Sharing Infrastructure Development			
CONSULTANT will create a set of shared Google folders and organize file sharing for all Impact Monterey County Network stakeholders (up to 100 people).	Shared Google Docs folders system. Due on March 31.	March	\$900
Step 2			
Reviewing Existing Materials, Reports and Status in each Domain			
Review existing materials for each of the four Domains including: needs assessments, plans, significant grant-funded work, and key organizations in the coalition. All materials for review shall be uploaded to the shared file system within 2 weeks of fully executing this agreement.	Google folders will be updated to include some of this information in the summary documents, at the discretion of the CONSULTANT. To include various local strategic plans, needs assessments, Impact Monterey County reports, Strategy Map training materials, and other related documents. Due on March 31	March	\$4,720
Step 3			
Conduct webinar prior to Workshop. Webinar will be a training on Key Concepts			
CONSULTANT will define and share a sub-set of the Fall 2016 and Winter 2017 training program materials (articles & recordings) for COUNTY to watch prior to the custom Webinar.	A set of training materials from past training sessions (recorded material and articles). Due March 31	March	\$7,860
The Education group may use the coaching sessions that are included in the Winter 2017 Training to get coaching on the some of the content and drafts.	Customize, deliver and record a Training Webinar, (approximately 45- minute) prior to onsite 2-day workshop. A set of topic-specific materials for each Domain for COUNTY to		

	review prior to the Workshop. Due March 31.		
<p>Step 4 Two-day on-site Workshop in Monterey County</p> <p>CONSULTANT will facilitate four 3.5-hour workshops. Workshops will be divided over two days with one morning and one afternoon session. Bill Barberg, Dory Escobar, Gillian Haley, and Amelia Clouse will facilitate these sessions.</p>	<p>A preliminary structure for each Domain, based on the material provided by the COUNTY.</p> <p>Draft strategy maps for Health, Education, Economic Self sufficiency and Safety domain (maps developed during workshops by participating community members and as facilitated by Insightformation). Due April 5 and 6.</p>	April 5 and 6, 2017	\$8,560
<p>Step 5 Two Follow-up Webinars for each Domain</p> <p>The Webinars will be used to review the Version 0.1 of the four Strategy Maps.</p> <p>The first 60-minute Webinar for each domain will briefly cover recommended steps to "socialize" the strategy maps with the County. Some training material from the Fall or Winter training programs will be provided to the COUNTY for socializing the Strategy Maps.</p> <p>The second 90-minute Webinar for each domain will review the suggestions received from the first Webinar and will result in a Version 1.0 of the Strategy Map for each domain and a working draft for several of the "zoom in" Strategy Maps.</p>	<p>Eight webinars to review and begin to refine four COUNTY Strategy Maps (two webinars/strategy map). Due April 30, 2017.</p> <p>Strategy Maps will be refined by the CONSULTANT and shared with COUNTY as Version 0.5 within two weeks of webinars. Due April 30, 2017.</p> <p>Included in refinement, CONSULTANT will prepare draft "zoom in" maps for 4-10 of the Objectives.</p> <p>PowerPoint files from the webinars will be shared in the Google folders for COUNTY to view and download. Due Date April 30, 2017.</p>	April	\$8,560

<p><u>Step 6</u></p> <p>InsightVision Deployment (Version 2.07.00)</p> <p>The CONTRACTOR will discuss with the COUNTY various configuration options and security settings and other preferences used to customize the COUNTY's InsightVision site. Training for up to 6 Impact Monterey County team members (including two to three county staff) who will be the administrators or Power Users to build local capacity. CONTRACTOR with COUNTY will determine the initial "tab sets" to be used for the Objectives on the strategy maps. CONTRACTOR will assist with populating the initial tab set, and some of the supporting information that was gathered during the Workshop and Webinars will be added to the tabs. CONTRACTOR will provide training materials and technical support to the COUNTY to use basic InsightVision capabilities during this time.</p>	<p>Version 1.0 of the Strategy Map for each domain and a working draft for 2 to 4 of the "zoom in" Strategy Maps will be available to the COUNTY. Due Date: April 30, 2017.</p> <p>The Version 1.0 Strategy Maps will be loaded into InsightVision (along with the Scorecards that will initially consist of only Objectives).</p> <p>Technical materials and a customized 15-minute video will be prepared to guide people through their initial log-in and navigation to prepare them for using InsightVision. Due date May 15, 2017</p> <p>Sample Embedded scorecards deployed to demonstrate examples of the functionality of this service. Due date May 15, 2017.</p>	<p>April</p> <p>May</p> <p>May</p> <p>May</p>	<p>\$6,870</p>
<p><u>Step 7</u></p> <p>Gathering Additional Content for Some of the Objectives on the Strategy Maps.</p> <p>Contractor will conduct one workshop per Domain (4). CONTRACTOR will coach groups through the process of generating additional content for several of the Objectives on each Strategy Map. During these sessions, different</p>	<p>Four domain workshops, coaching the COUNTY to generate additional content for several of the objectives on each strategy map. Two workshops will be conducted in-person and two workshops will be conducted</p>	<p>May and June</p>	<p>\$7,020</p>

<p>COUNTY teams will be working, in parallel, on different Objectives as they are coached through a process.</p> <p>Two of the above 4 workshops will be via 90-Minute Webinar and two via 90-minute in-person sessions. Content gathered in these sessions (e.g. Identifying current activities, From-To Gaps, and potential Assists) will be added to InsightVision. During these sessions, the CONTRACTOR will identify some of the most relevant and readily-available Measures and Actions that will be added to InsightVision.</p> <p>These workshops will set the stage for the Community Teamwork workshops that will be conducted for each of the four Domains in Step 8 in June. During these Step 7 workshops, each Domain team will select a specific topic in which they will work on demonstrating the power of mutually-reinforcing activities and drawing in additional "assists" to achieve significant progress. Contractor will provide instructions for this County to prepare for these workshops.</p> <p>Contractor and County agree that the County's Backbone Support Team will replicate this process for the Objectives not addressed in these sessions.</p> <p>Step 8 Initial Work on Using Measures and Managing Mutually-Reinforcing Actions</p>	<p>via GotoMeeting or GoToWebinar. Due date May 25, 2017</p> <p>Two additional 45-minute Webinars will be conducted by the CONTRACTOR to train the COUNTY staff that are part of the Fast Start on the mechanics of using InsightVision during May. COUNTY staff will be able to use Insightvision at conclusion of webinar. Includes 3 month access to Insightvision. Due date May 31, 2017</p>		
CONTRACTOR will coach members of	CONTRACTOR will provide	July –	\$5,460

<p>the Domain Teams to populate more Measures, data, targets and Actions. In addition, some core participants from each Domain will participate in a "Community Teamwork" session where multiple partners will define and agree on mutually-reinforcing Actions that will contribute to enhance success in accomplishing a selected Objective. Participants in the "Community Teamwork" work will be strongly encouraged to view some selected training material prior to the 90-minute sessions.</p>	<p>coaching sessions (up to 23 hours with Bill Barberg or 56 hours with other Insightformation staff) to develop objectives, identify activities and gaps to further build out other components of Strategy Maps. Due date October 31, 2017</p>	<p>October</p>	
<p>Step 9 Populating and using the Dynamic Work Plans CONTRACTOR will conduct an onsite workshop to rollout Insightvision platform and Strategy Maps with stakeholders. There will be scorecards configured as dynamic workplans that will show the Objectives and the Actions.</p>	<p>CONTRACTOR will conduct one four hour workshop to rollout Strategy Maps and Insightvision platform with stakeholders, providing overview of how to add and update Actions and link or upload supporting materials. Due date October 31, 2017</p> <p>Each Domain Team will have at least one Dynamic Work Plan to manage the Actions that the COUNTY has defined and entered into InsightVision.</p>	<p>October</p>	<p>\$9,000</p>
<p>Step 10 Creating and maintaining Strategy and Indicator Dashboard CONTRACTOR will provide access to Insightvision software platform for up to 10 named users, 20 data users, and 20 delegated users per year for one year. This will include website embedding and publishing of the strategy maps. This service will enable county organizations and multi-stakeholder coalitions</p>	<p>Contractor will provide licensed use to InsightVision strategy management software 1 year license for 10 named users/year, 20 data entry users per year, and 20 delegated users per year, and one year website embedding and publishing services. This will include access for one year to e-learning platform</p>	<p>August 2017 – July 2018</p>	<p>\$20,933</p>

to articulate, communicate, and improve performance by translating strategy into specific and measurable prioritized objectives and actions in a virtual and easily navigable online system.	with over 50 hours of print and recorded training materials to support continued development of components of strategy maps.		
Step 11 Ongoing coaching to support continued Strategy Map development Ongoing coaching (up to 30 hours) for Health Department staff in implementation and use of strategy maps and indicator dashboard with partners.	Contractor will provide ongoing service support via webinar coaching sessions to build up strategy map sections in online platform.	October 2017 – July 2018	\$5,720

Materials and actions required under this Agreement must be delivered to Krista D Hanni, Planning, Evaluation and Policy Manager, the County's Contract Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay for time and materials (T&M) on a monthly basis, an amount not to exceed \$85,603 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Month	Deliverables	Amount
March	1. Set up Google Docs site 2. Research and review relevant materials from local work in domain areas 3. 45 minute webinar and associated preparation materials to prepare workshop participants for work during workshop	\$13,480
April	4. 2 day onsite (7 hours/day) workshop to develop basic Strategy maps (one 3.5 hour session/domain) 5. Eight follow-up webinars (one 60 minute webinar per domain to gather suggestions and one 90 minute webinar	\$17,120

	per domain where review suggestions from first to build out Strategy Maps; publication of draft version of Strategy Maps	
May	6. Training for Core Team (up to six members) in Insightvision; provide sample score cards; provide coaching to Core Team in building Insightvision platform for county	\$6,870
May - June	7. Four webinars (one 90 minute webinar per domain) to develop objectives, identify activities and gaps to further build out other components of Strategy Maps; Two webinars (45 minutes) to continue to train Core Team in mechanics of Insightvision	\$7,020
July-October	8. Coaching sessions (up to 23 hours with Bill Barberg or 56 hours with other Insightformation staff) to develop objectives, identify activities and gaps to further build out other components of Strategy Maps; two follow up training sessions in Insightvision for named users.	\$5,460
	9. One 4 hour onsite workshop to roll out strategy maps with Impact Monterey County Network	\$9,000
August 2017 - July 2018	10. InsightVision strategy management software 1 year license for 10 named users/year, 20 data entry users per year, and 20 delegated users per year, and one year website embedding and publishing services and access to e-learning platform with over 50 hours of print and recorded training materials to support continued development of components of strategy maps.	\$20,933
October 2017 - July 2018	11. Ongoing coaching (up to 30 hours) for Health Department staff in implementation and use of strategy maps and indicator dashboard with partners	\$5,720
Total		\$85,603

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other County for the same services performed by the same individuals during same period of performance.

County shall pay licensing fees only when/if access to web-based platform has been implemented and is accessible by County.

Licensing rates shall remain firm for the initial term of this AGREEMENT unless changes are mutually agreed upon in writing. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

CONTRACTOR will submit invoices, electronically on Agency letterhead for services rendered as noted above and will submit the claim for services to:

Monterey County Health Department
Administration
1270 Natividad Road
Salinas, CA 93906
Attention: Krista Hanni, MS, PhD, Planning, Evaluation, and Policy Manager
hannikd@co.monterey.ca.us

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

C. ADDITIONAL TERMS AND CONDITIONS

CONTRACTOR shall not use any portion of the funds associated with this agreement;

1. To influence the outcome of any specific election of candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations; or
2. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specific in IRC Section 170 (c)(2)(B); or
3. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

Any information contained in publications, studies or research funded by this Agreement shall be made available to the public following such reasonable requirements or procedures as the County may establish from time to time. CONTRACTOR grants to the County an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.

In the case of any violation by CONTRACTOR of the terms and conditions of this Agreement, including but not limited to not executing the work of the Agreement in substantial compliance of the scope of work, or in the event of any change in or challenged by the IRS of CONTRACTOR'S status as a Public Charity, the County reserves the right in its absolute discretion to terminate the Agreement.

CONTRACTOR is solely responsible for all activities supported by the funds associated with this Agreement, the content of any product created with the funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and CONTRACTOR shall make no such representation to anyone.

CONTRACTOR agrees that the funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders.