

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Insightformation, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide 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.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 49,850.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from 3/24/17 to 8/15/17, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), 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/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Elsa Jimenez, Director	Bill Barberg, President
Name and Title	Name and Title
1270 Natividad Road	4050 Olson memorial Hwy., Suite 250
Salinas, CA 93906	Minneapolis, MN 55422
Address	Address
831-755-4526	763-521-4599
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest.** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. 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.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: 
Bernard Leong, MBA
Contracts Purchasing Officer
County of Monterey

Date: 3-23-17

By: 
Department Head (if applicable)

Date: 03/23/2017

Approved as to Form¹

By: 
Deputy County Counsel

Date: 3/17/17

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 3/21/17

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Insightformation, Inc.
Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

President, William W. Barber
Name and Title

Date: 3-15-2017

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

Samantha Sall, Secretary
Name and Title

Date: 3/15/17

*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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

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 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.

- A.2 CONTRACTOR shall produce the following deliverables (onsite and webinar workshops, installed products, etc.) by the dates indicated below:

Function: Facilitate collaborative development by the County of a Strategy map structure for Health, Education, Economic Self Sufficiency and Safety.

Activity	Deliverable	Timeline	Cost
<u>Step 1</u> 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
<u>Step 2</u> Reviewing Existing Materials, Reports and Status in each Domain			

<p>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.</p> <p>Step 3 Conduct webinar prior to Workshop. Webinar will be a training on Key Concepts</p> <p>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.</p> <p>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.</p>	<p>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</p>	<p>March</p>	<p>\$4,720</p>
<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 set of training materials from past training sessions (recorded material and articles). Due March 31</p> <p>Customize, deliver and record a Training Webinar, (approximately 45- minute) prior to onsite 2-day workshop.</p> <p>A set of topic-specific materials for each Domain for COUNTY to review prior to the Workshop. Due March 31.</p>	<p>March</p>	<p>\$7,860</p>
<p>Step 5</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>	<p>April 5 and 6, 2017</p>	<p>\$8,560</p>

<p>Two Follow-up Webinars for each Domain 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>	<p>April</p>	<p>\$8,560</p>
<p>Step 6 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</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</p>	<p>April</p> <p>May</p> <p>May</p>	<p>\$6,870</p>

<p>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.</p> <p>CONTRACTOR will provide training materials and technical support to the COUNTY to use basic InsightVision capabilities during this time.</p>	<p>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>Step 7</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 COUNTY teams will be working, in parallel, on different Objectives as they are coached through a process.</p>	<p>Sample Embedded scorecards deployed to demonstrate examples of the functionality of this service. Due date May 15, 2017.</p>	<p>May</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</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 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>	<p>May and June</p>	<p>\$7,020</p>

<p>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><u>Step 8</u> Initial Work on Using Measures and Managing Mutually-Reinforcing Actions CONTRACTOR will conduct two 90-minute assist the Domain Teams to populate more Measures, data, targets and Actions. In addition, 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" session will be strongly encouraged to view some selected training material prior to the 90-minute sessions.</p>	<p>CONTRACTOR will facilitate one 90-minute "Community Teamwork" session for each of the four domains. Two will be conducted in-person in Monterey County and two will be conducted via Webinar. Due date June 30, 2017</p>	<p>June</p>	<p>\$3,360</p>
<p><u>Step 9</u> Populating and using the Dynamic Work Plans CONTRACTOR will conduct 4 remote</p>	<p>CONTRACTOR will conduct 4</p>	<p>July</p>	<p>\$2,000</p>

60-minute coaching session to work with the Core Staff and the Domain Teams to populate more Actions. There will be scorecards configured as dynamic workplans that will show the Objectives and the Actions, but not the measures.	remote coaching sessions to train various stakeholders to add and update Actions and link or upload supporting materials. Due date July 15, 2017		
	Each Domain Team will have at least one Dynamic Work Plan to manage the Actions that the COUNTY has defined and entered into InsightVision.		

Materials and actions required under this Agreement must be delivered to Krista D Hanna, 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 \$49,845 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 per domain where review suggestions from first to build out Strategy Maps; publication of draft version of Strategy Maps	\$17,120
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

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	8. Four webinars (one 90 minute webinar per domain) to refine objectives for Strategy Maps 9. Four coaching sessions (one 60 minute session per domain) to populate more actions and finalize Strategy Maps	\$5,360
Total		\$49,850

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.

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

Use of funds: CONTRACTOR shall use funds only for the purposes of the specific project funded by the Senate Bill (SB) 18 as described above.

CONTRACTOR understands that DHCS may monitor and conduct an evaluation of operations under this grant. CONTRACTOR agrees to maintain and forward copies of all materials funded in full or part with SB18 funds to County.

CONTRACTOR shall forward adequate records to substantiate expenditures from grant funds. CONTRACTOR shall make its books and records pertaining to the grant funds available to the County at reasonable times for review and audit, and shall comply with all reasonable requests from the County for information and interview regarding use of funds. CONTRACTOR shall keep copies of all books and records related to this grant and all reports to the County for at least four (4) years after CONTRACTOR has expended the last of the grant funds.

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.