

**City of Gonzales, CA
Standard Agreement for Professional Services**

CONTRACT NUMBER: _____

CONTRACT DATE: OCTOBER 1, 2019

CONTRACTOR:

Name: County of Monterey (hereinafter "Contractor")
Address: Monterey County Health Department - 1270 Natividad Road, Salinas,
CA. 93906
Telephone: (831) 755-4586
FAX: (831) 755-4565
E-mail: hannikd@co.monterey.ca.us; zerounianp@co.monterey.ca.us
Tax I.D. Number: on file

DESIGNATED REPRESENTATIVE FOR THE CITY OF GONZALES:

Rene Mendez, City Manager
Telephone: (831) 675-5000
E-mail: rmendez@ci.gonzales.ca.us

FUNDING SOURCE: City of Gonzales

PROJECT TITLE: Gonzales 2020 Health Profile Update

DESCRIPTION OF CONTRACTOR'S SERVICES: The Contractor will update the Gonzales Health Profile, with emphasis on population health outcomes, an executive summary, and recommendations based on indicator and community assessment data.

See Attachment A which includes list of Tasks and Work Schedules.

CONTRACT TERM: Commencing October 1, 2019 and expiring June 30, 2020.

CONTRACT AMOUNT:

Total amount payable by the City of Gonzales shall not exceed the sum of \$14,520.00 (fourteen thousand and five hundred and twenty dollars and zero cents).

WORK SCHEDULE:

Contractor shall perform the Services in accordance with the Scope of Work and tasks/deliverables specified in Attachment A.

FEES:

Contractor shall be paid for performing the Services in accordance with the Fees for each task/deliverable listed in the Work and Payment Schedule in Attachment A.

REIMBURSABLE EXPENSES:

Contractor is expected to cover regular costs in excess of the funds allocated in this agreement for local travel and materials incurred in the course of consulting services. Any extraordinary expenses will be reimbursed only with prior approval.

PAYMENT TERMS:

Contractor shall be paid within thirty (30) days following receipt of Contractor's invoice per the Scope of Work in Attachment A.

ATTACHMENTS INCLUDED IN THIS CONTRACT:

Attachment A: Scope of Work and Schedule

Terms and Conditions:

1. **Agreement.** This Standard Services Contract (this "Contract") is entered into, by, and between the City of Gonzales, and the County of Monterey (the "Contractor") as of the Contract Date indicated above and consists of this document and the Attachments and Contract Documents identified above. Contractor hereby agrees to perform the Services for the Gonzales Health Profile, subject to the terms and conditions of this Contract.
2. **Term.** The Contract Term is set forth above.
3. **Compensation.** The City of Gonzales shall pay Contractor the Fees set forth above in full compensation for the performance of the Services, as described in Attachment A.
4. **Expenses.** The City of Gonzales will reimburse Contractor for those costs and expenses actually incurred in performing the Services which are specifically itemized above and reflected in Attachment A. Except as so itemized, Contractor shall be responsible for all other costs and expenses in performing the Services, including, but not limited to, costs of transportation, office, telephone, materials and supplies, equipment and entertainment, and all other costs of doing business. Reimbursements shall be billed on Contractor's invoices for Fees and paid within thirty (30) days following receipt of invoice.
5. **Independent Contractor.** The relationship between the Contractor and the City of Gonzales established by this Contract is that of an independent contractor, not one of employment, agency, partnership or joint venture, and nothing in this Contract shall be construed otherwise. Contractor shall supply all tools and instrumentalities required to perform the Services. Contractor shall be solely responsible for health and medical coverage, Social Security, worker's compensation and other taxes and withholdings for himself, herself, and/or any employees. The City of Gonzales shall make no withholdings from payments due Contractor or contributions on behalf of Contractor or Contractor's employees pursuant to this Contract. Upon execution of this Contract, Contractor shall provide a Form W-9, Request for Taxpayer Identification Number and Certification, to the City of Gonzales.
6. **Authority.** Neither Contractor nor any of his/her agents shall act on behalf of or in the name of the City of Gonzales except as provided in this Contract.

7. **Ownership Rights.** All programs, documents, reports, and other materials developed by Contractor pursuant to this Contract shall belong to the City of Gonzales and may be used by the City of Gonzales for any purpose without further compensation to Contractor. Contractor hereby assigns the copyright to these materials to the City of Gonzales. The City of Gonzales's programs, copyright works, and other materials shall remain the property of the City of Gonzales and shall be used by Contractor only for the specific purpose of performing the Services. Contractor shall not use or copy the City of Gonzales's materials for any other project or purpose, except with the prior written consent of the City of Gonzales. Materials previously copyrighted by the Contractor may be used in the activities of this Contract, with credits noted as appropriate.
8. **Confidentiality.** Contractor shall treat as confidential and not disclose to third persons, except his/her subcontractors and suppliers as is necessary to perform the Services, or use for his/her own or another's benefit, any information, discoveries, production methods, and the like which may be disclosed to Contractor in connection with the Services and which are identified by the City of Gonzales or known by Contractor to be confidential or proprietary to the City of Gonzales. This contract is a public record subject to disclosure pursuant to the California Public Records Act.
9. **Termination.**
Termination Based on Notice. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party 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 termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. Contractor shall deliver to the City of Gonzales any materials developed pursuant to this Contract and return any property loaned by the City of Gonzales. All rights to these materials shall belong to the City of Gonzales pursuant to paragraph 7 above. The provisions of paragraphs 7 and 12 shall survive termination of this Contract.
10. **Liability-Mutual Indemnification.** Contractor shall indemnify, defend, and hold harmless the City of Gonzales, 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 City of Gonzales. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the City of Gonzales. The Contractor shall reimburse the City of Gonzales for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the City of Gonzales under this Agreement.

The City of Gonzales 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 the City of Gonzales 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 Contractor. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Contractor. The City of Gonzales shall reimburse the Contractor for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the City of Gonzales is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

11. **Insurance Requirements.** Contractor and the City of Gonzales will provide an S.I.R or Certificate of Insurance showing proof of: General Liability, Automobile Liability, Professional Liability and Workers' Compensation insurance coverage.

12. **Dispute Resolution.**

The parties agree to attempt in good faith to resolve any dispute relating to this Contract. If they are unable to do so, they agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim relating to this Contract or its breach or any question of arbitrability shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court jurisdiction. Any such mediation or arbitration shall be held in Monterey, California, unless another location is mutually agreed upon.

13. **Miscellaneous.**

This is the entire agreement between the parties on the subject matter and may not be modified except in a writing signed by both parties. This Contract shall apply to and be binding upon heirs, personal representatives, successors, and assigns of the parties. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. Neither party shall assign this Contract or its obligations thereunder without the express written consent of the other.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY THE AUTHORITY AS FOLLOWS.

CITY OF GONZALES

REPRESENTATIVE:

RENE MENDEZ, CITY MANAGER

DATE

CONTRACTOR: COUNTY OF MONTEREY

Director of Health:

Elsa Jimenez, Director of Health.

Date

County Counsel:

APPROVED AS TO FORM:

Stacy Saetta, Deputy County Counsel.

Date

Auditor-Controller:

Stacy Saetta, Deputy County Counsel.

9.26.19
Date

Attachment A: Scope of Work Gonzales 2020 Health Profile Update

The Gonzales 2019 Health Profile will be similar but not identical to the 2013 report. The final 2020 profile will have less emphasis on health access (facilities and professionals) and more on population health outcomes. It will also include input from the Health and Wellness Element community input data. The Executive Summary will be replaced with a Key Health Findings and Recommendations section that will be developed using a Health in All Policies perspective, based on the indicator and community assessment data.

Format: The cover and inside section graphics will be the same but in a new background color scheme. Fonts will be changed to distinguish the new report. Introduction writeups for each of the health domains will be eliminated.

Data overview: Indicator data will be presented by most recent year available. When possible, City of Gonzales or Gonzales census tract data will be compared to Monterey County. Data will be presented with brief write-ups.

City staff will provide an opening Letter from the Mayor if they wish.

Proposed contents of Gonzales 2020 Health Profile:

Key Health Findings and Recommendations: Summary of top health-related issues based on data in profile. Recommendations for city priority activities going forward.

Gonzales Socio-Economic Characteristics: Location, Population 2010-2018 and Projections, Race/Ethnicity, Languages, Housing density and Housing Unit Projections, School Enrollment, HS Graduation rates, Educational Attainment, Employment and Employment Projections, Household Income, Poverty, Homelessness (if available).

Access to Health Care: Medi-Cal Eligibility, Usual Sources of Care, General Health Status, Doctor Visits

Reproductive Health: Birth and Fertility Rates, Rate of Births to Teens, Inadequate Prenatal Care, Mother's Educational Level

Communicable Disease: Child Immunization Rates, Commonly Reported Communicable Diseases Table comparing Gonzales census tract data to Monterey County data.

Chronic Disease: Asthma Incidence, Overweight and Obese Conditions, Diabetes Diagnosis, Heart Disease Diagnosis, High Blood Pressure Diagnosis, Cancer diagnosis (if available).

Healthy Behaviors: Children and Teen Fruit and Vegetable Consumption, Fast Food Consumption, Physical Fitness, Binge Drinking, Smoking

Public Safety: Violent crime rates (adults and youth, if available), juvenile arrest rates (if available), suspension and truancy rates.

Mental Health: Sad and Hopeless Feelings, Social Impairment, Work Impairment, Adults Seeking Emotional-Mental Health Care, Teen Resilience and School Connectedness, Teen and Adult Suicide Ideation

Causes of Death: Leading Causes of Death, Injury Deaths, Motor vehicle-related.

Community Input: Summary of assessment data collected from Health and Wellness Element development, with particular focus on health and issues related to health

Data Sources and Technical Notes: this section as needed.

Data Team Support:

MCHD Data staff will finalize table of contents with city staff and prepare draft report for review by city staff. They will also finalize report and prepare PowerPoint.

HiAP Team Support:

MCHD Health in All Policies staff will review draft Health Profile with city staff and develop a summary of potential priority actions and activities by city staff that consider top health issues and community concerns. In addition, MCHD Health in All Policies staff will provide technical assistance to city staff to support development of a webpage to highlight top indicators of concern and city's related priority policies from the General Plan.

List of Tasks	Number of Hrs	Hourly Rate	Labor Cost per Task	Due Date
1. Prepare and finalize contract	3	\$109	\$327	Oct 1, 2019
2. Meeting with consultant to kick-off the project	1	\$109	\$109	Oct 15, 2019
3. Plan report layout	4	\$105	\$420	Oct 20, 2019
4. Build algorithms for data extraction	15	\$105	\$1,575	Nov 30, 2019
5. Extract and modify data for tabular and graphical presentation	15	\$95	\$1,425	Dec 31, 2019
6. Develop graphs and tables for report	20	\$95	\$1,900	Dec 31, 2019
8. Prepare narrative to accompany report	15	\$105	\$1,575	Jan 15, 2020
9. Prepare and refine report	6	\$105	\$630	Jan 30, 2020
10. Prepare PowerPoint to accompany report	6	\$105	\$630	Jan 30, 2020
11. Review and finalize report	10	\$105	\$1,050	Feb 15, 2020
12. Collaborate with city staff on developing and incorporating HiAP principles and health profile recommendations into city planning efforts	21	\$119	\$2,499	Feb 15, 2020
13. Provide assistance to city staff on selecting 5-7 priority indicators and input on designing a webpage dashboard for profiling indicators and city efforts	20	\$119	\$2,380	Feb 15, 2020
TOTAL			\$14,520	