

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT
VISION Y COMPROMISO

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **VISION Y COMPROMISO**, 501(c)3 non-profit organization ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of the CONTRACTOR for provision of the National Diabetes Prevention Program, along with support and development of the community health workers to deliver the program and acting as links to health care systems for the prevention and management of hypertension and prediabetes.
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Lifetime of Wellness Program within the Public Health Branch.
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2018 and expires at 11:59 PM on June 30, 2020 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibit A and A-1**
- 3. PAYMENT FOR SERVICES:** It is mutually agreed that the COUNTY shall pay CONTRACTOR no more than a total of **FORTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS (\$47,875.00)** for all services rendered under this agreement. Expenses for other services or materials not herein listed are neither authorized nor reimbursable. CONTRACTOR shall submit for COUNTY approval a detailed invoice describing the work performed. All payments under this agreement shall be made in accordance with the COUNTY'S normal payment cycle. CONTRACTOR will not charge, and COUNTY will not pay, any late fee or other late payment penalty.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit B**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

TULARE COUNTY AGREEMENT NO. _____

Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Contracts Unit
 Tulare County Health and Human
 Services Agency
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: (559) 624-8000
 Fax No.: (559) 737-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

Melinda Cordero-Barzaga, Associate Director
 Vision y Compromiso
 15808 Hesperian Blvd #708
 San Lorenzo, CA 94580
 Phone No.: (626) 864-6117
 Fax No.: (213) 613-0633

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

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8. **AUTHORITY:** CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

VISION Y COMPROMISO

Date: 1/13/19

By Cynthia Alvick
Print Name CYNTHIA ALVICK AR
Title Chair of Board

Date: 5-11-19

By Nancy Marsh
Print Name Nancy Marsh
Title CFO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT
VISION Y COMPROMISO**

Approved as to Form
County Counsel

By *Ally P...* 5/17/19
Deputy
Matter # 2019279

EXHIBIT A

Program Strategy 1.5: Plan and execute strategic public data-driven actions through a network of partners and local organizations to build support for lifestyle change

#	Activities	Responsible	Deliverables	Cost
Program Period: 7/1/2018 to 9/29/2018				
1.	1.5.2 Vision y Compromise will deliver 5 to 10 NDPP classes, ensuring that priority populations are also being recruited and enrolled, and when necessary costs associated with their participation are also covered, such as registration fees, childcare, and other participant support. Vision y Compromise will submit evaluation data to TCPH.	Vision y Compromise	a copy of participation tracking sheet	\$6,098 - Four cohorts, NDPP Core Curriculum. Meets weekly.
Program Period: 9/30/2018 to 6/30/2019				
2.	1.5.2 Vision y Compromise will deliver 5 to 10 NDPP classes, ensuring that priority populations are also being recruited and enrolled, and when necessary costs associated with their participation are also covered, such as registration fees, childcare, and other participant support. Vision y Compromise will submit evaluation data to TCPH.	Vision y Compromise	a copy of participation tracking sheet	\$21,515 Four cohorts, NDPP post-Core Curriculum. Meets bi-weekly.

Program Strategy 1.6: Implement evidence-based engagement strategies to build support for lifestyle change

#	Activities	Responsible	Deliverables	Cost
Program Period: 7/1/2018 to 9/29/2018				
3.	1.6.1 Vision y Compromiso will continue working with previous priority populations/communities as needed, utilizing strategies like promotoras to engage difficult to reach and marginalized communities and attending events like health fairs.	Vision y Compromiso	a copy of documented engagement strategies	\$1,500

Program Strategy 2.4: Increase use of self-measured blood pressure monitoring tied with clinical support

#	Activities	Responsible	Deliverables	Cost
Program Period: 7/1/2018 to 9/29/2018				
4.	2.4.4 Vision y Compromise will oversee and provide on-gong support to the work of the promotoras/CHWs on follow-up with patients (letters, calls, etc.) to ensure their clinical assessment for hypertension has been completed and treatment began if indicated, and self-management plan is in place.	Vision y Compromise	Submit to TCPH: a copy of documentation of number of follow-up completed	\$600

Program Strategy 2.5: Implement systems to facilitate identification of patients with undiagnosed hypertension and people with pre-diabetes				
#	Activities	Responsible	Deliverables	Cost
Program Period: 7/1/2018 to 9/29/2018				
5.	2.5.2 Vision y Compromiso will track the number of clinic systems that refer patients with high blood pressure, yet undiagnosed with hypertension, to a health care extender (e.g. <i>promotoras de salud</i> or CHW) to educate them on home blood pressure monitoring, including a feedback system to provide the results to the clinical team for assessment.	Vision y Compromiso	Submit to TCPH: a copy of documentation tracking number of patients that went to promotoras	\$750

Program Strategy 2.6: Increase engagement of CHWs to promote linkages between health systems and community resources for adults with high blood pressure and adults with pre-diabetes or at high risk for type 2 diabetes				
#	Activities	Responsible	Deliverables	Cost
Program Period: 7/1/2018 to 9/29/2018				
6.	2.6.2 Vision y Compromiso will provide development opportunities and organizational support to promotoras/CHWs in priority population communities that help them link patients to NDPP and other resources for addressing high blood pressure and pre-diabetes. Vision y Compromiso will oversee and provide on-going support to the work of the promotoras/CHWs.	Vision y Compromiso	Submit to TCPH: a copy of documentation tracking referrals	\$1,750

Program Strategy 2.8: Implement systems and increase partnerships to facilitate bi-directional referral between community resources and health systems, including lifestyle change programs				
#	Activities	Responsible	Deliverables	Cost
Program Period: 7/1/2018 to 9/29/2018				
7.	2.8.1 Vision y Compromiso will utilize promotoras to link patients to community resources.	Vision y Compromiso	a copy of documented referral process	\$663

**Exhibit A, Attachment I
Scope of Work**

YEAR 1

Category A – Diabetes Management and Type 2 Diabetes Prevention

Objective 1 – Assess use of health care reporting systems to identify, report standard clinical quality measures, and/or refer patients with chronic conditions to nationally recognized lifestyle change programs.

Strategy	Activity	Responsible Party	Timeline	Deliverable
<p>1. Assist healthcare organizations in implementing systems to identify patients with prediabetes and refer them to CDC-recognized lifestyle change program for Type 2 Diabetes prevention, specifically National Diabetes Prevention Programs (National DPP).</p>	<p>1.1 Identify local health centers for collaboration and establish a partnership to leverage state and local technical assistance to health center for identifying patients with prediabetes and referring them to National DPP. Printing and mailing related materials as needed.</p> <p>1.2 Implement a National DPP with up to four cohorts in English and/or Spanish.</p> <p>1.3 Partner with three organizations to train up to 15 National DPP lifestyle change coaches.</p>	<p>Vision y Compromiso</p>	<p>April 15 – June 29, 2019</p>	<p>1.1 Submit name and contact information of health center partner (aka Health Center Champion) to CDPH Prevention Forward (PF) Staff by June 28, 2019. CDPH will provide form and format for submission.</p> <p>1.2 Submit name and contact information of National DPP and schedule and languages of cohorts. CDPH will provide form and format for submission.</p> <p>1.3 Submit name of organization that conducted training and names of trained coaches and the National DPP under which they will coach. CDPH will provide form and format for submission.</p>

Objective 3 – Assess use of team-based models to manage, monitor, and refer patients with chronic conditions to nationally recognized lifestyle change programs.

<p>1. Develop a statewide infrastructure to promote sustainability for CHWs and</p>	<p>1.1 Identify regional educational institutions, organizations, or health systems with a CHW program</p>	<p>Vision y Compromiso</p>	<p>April 15 – June 29, 2019</p>	<p>1.1 Submit name and contact information of organization with CHW program to</p>
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**Exhibit A, Attachment I
Scope of Work**

promote management of hypertension and high blood cholesterol.	curriculum, training delivery process.			CDPH PF Staff by June 28, 2019. CDPH will provide form and format for submission.
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Subtotal amount: \$ 10,000

YEAR 2				
Category A – Diabetes Management and Type 2 Diabetes Prevention				
Objective 1 – Assess use of health care reporting systems to identify, report standard clinical quality measures, and/or refer patients with chronic conditions to nationally recognized lifestyle change programs.				
Strategy	Activity	Responsible Party	Timeline	Deliverable
Objective 3 – Assess use of team-based models to manage, monitor, and refer patients with chronic conditions to nationally recognized lifestyle change programs.				
1. Develop a statewide infrastructure to promote sustainability for CHWs to promote management of hypertension and high blood cholesterol, and lifestyle modification.	1.1 Engage with the identified educational institutions, organizations, and/or health systems with a CHW program curriculum or training delivery process, in completing the CDPH organizational capacity assessment.	Vision Y Compromiso	June 30, 2019- June 29, 2020	1.1 Submit list to CDPH PF Staff on a quarterly basis of identified regional educational institutions, organizations, health systems with a CHW program curriculum, training process to support chronic disease management activities to promote the management of high blood pressure and high blood cholesterol, and lifestyle modifications. 1.2a Submit list of organizations that were engaged to participate in the CDPH organizational capacity assessment to CDPH Staff on a quarterly basis.

**Exhibit A, Attachment I
Scope of Work**

				1.2b Submit list of curriculum chronic disease crossover activities that support CVD service delivery to CDPH PF Staff on a quarterly basis, as requested by CDPH PF Staff.
2. Facilitate use of SMBP with clinical support among adults with hypertension.	2.1 Identify regional CHW/Promotora agencies and coordinate SMBP training with the American Heart Association to improve the skills of CHWs & Promotoras in SMBP.	Vision y Compromiso	June 30, 2019- June 29, 2020	2.1a Submit list of regional CHW/Promotoras agencies and SMBP trainings offered with the American Heart Association to improve the skills of CHWs & Promotoras in SMBP to CDPH staff on a quarterly basis.

Subtotal amount: \$ 5,000

Total Amount: \$ 47,875

Vision y Compromiso agrees to maintain and preserve, until three (3) years after termination of the agreement with the California Department of Public Health Lifetime of Wellness: Communities in Action (LWCA), and final payment from the California Department of Public Health (CDPH) to the County of Tulare, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. Note: PHO contract ends 9/29/2018, with final payment thereafter.

EXHIBIT B
NON-PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Nancy Marsh Date: 5-11-19

Contractor Name: Vision y Compromiso

Signature: 