

Contract Agreement No. 25380-SG-04

This Agreement is made and entered into by and between **Kansas Health Institute ("KHI")** and **County of Tulare ("Contractor")** to become effective upon the last date executed by the parties of this Agreement. This Agreement and Exhibits (collectively "Contract Documents"), and any modifications thereto approved by KHI, record the terms and conditions of the parties' Agreement and how they wish to regulate their relationship.

- 1. Award Amount and Term:** Firm-Fixed-Price of \$10,000
Term: 9/20/19 - 6/19/20
- 2. Scope of Work:** The Center for Sharing Public Health Services ("Center") is a national initiative funded by the Robert Wood Johnson Foundation and is managed by KHI. The Center provides access to tools, techniques, expertise and resources that support better collaboration and sharing across boundaries. The purpose of this Agreement is to support efforts to plan, implement or improve cross jurisdictional sharing (CJS) arrangements and to use real-life experiences to assist the Center in expanding its knowledge in some specific areas of CJS. The "Project", as described herein and as further described on **Exhibit A – Proposal and Budget** attached hereto and made a part of this Agreement.
 - A. Project Aims.** The primary activity of this award is to conduct a convening of representatives from Tulare County Health and Human Services Agency (HHSA), the tribal health center, Tribal members, and other community partners to identify needs of the Tribe and determine how the Public Health Branch and other Tulare County HHSA programs can fully assist tribal members and develop a CJS strategic plan and timeline for addressing identified gaps.
 - B. Project Meetings.** As requested by the Center, Contractor will participate in monthly meetings via telephone or online audio/video conference with staff from the Center that will be approximately one (1) hour each. Meetings will be scheduled at mutually agreeable times between the Center and Contractor.
 - C. Project Milestones and Deliverables.** Contractor will complete the following milestones and deliverables with the deliverables noted with an "*":
 - Within 30 days of receipt of funding, begin implementation of the project
 - Within 30 – 60 days, secure the services of a consultant and venue to hold plan development meeting*. Time with consultant will ensure understanding of the goals and objectives for the planning session.
 - Within 60 – 90 days, CJS strategic plan convening will be conducted. This session will bring all partners to the table to provide information to the consultant that will inform the plan.

- By May 22, 2020, a developed plan draft* will be provided to Tulare County HHS and the Tribal Health Services. Approval of the plan will be obtained by Tribal leadership. Upon approval of the plan, a meeting will be hosted to include Tulare County HHS and Tribal Health Services leadership to utilize the approved plan to develop a timeline for implementation of the activities outlined in the plan.

D. **Final Reporting.** Contractor will provide to KHI a final Narrative Report no later than June 19, 2020 on project activities through May 22, 2020 based on Contractor's progress against the scope of work. KHI shall provide the report template to Contractor no later than 30 calendar days before the report is due. Contractor shall retain all such reports for at least four (4) years after expiration of the contract term.

E. **Knowledge Sharing.** Contractor will provide to Center staff any relevant tools, templates, plans and any other documents which may be added to the Center's document library. Additionally, Contractor agrees to contribute a reasonable level of effort following conclusion of the Project in assisting the Center staff to share project lessons learned with peers both locally and nationally and to develop a brief story about the Project.

F. **Follow-up Evaluation.** Contractor agrees to participate in a brief survey or interview with Center staff approximately 12 months after the conclusion of the Project regarding the status of intended intermediate term outcomes of the Project.

3. **Payment Schedule:** Subject to acceptable performance under this Agreement, amounts will be advanced to Contractor based upon the schedule set forth below and only after submission of an invoice to contracts@khi.org. Notwithstanding any other provision of this Agreement to the contrary, KHI reserves the right to modify the payment schedule at any time. Should KHI have questions on the invoice or the performance of Contractor's work, KHI shall seek resolution. Otherwise, payments will be made within 15 days of an acceptable invoice.

Schedule Date	Amount
Upon contract execution	\$5,000
Upon KHI Acceptance of all deliverables and the Final Narrative Report	\$5,000

4. **Anti-Discrimination Policy:** Contractor agrees that in performing its obligations with respect to the Project, it will do so without regard to race, color, religion, national origin, ancestry, disability, veteran status, genetic information, age, sexual orientation or gender (except in instances when age or gender is a stated condition of admission to the Project and is so disclosed in Contractor's proposal to KHI), or any other basis made unlawful by applicable federal, state, or local law, ordinance, or regulation.
5. **Monitoring/Site visits:** KHI reserves the right to monitor and conduct reviews of Contractor's operations that are related to this contract. That may include site visits, records and materials reviews, and discussions of Contractor's activities and with Contractor's personnel. Contractor

agrees to make available, upon reasonable notice and during regular business hours, personnel (including members of its governing body) for any discussion with KHI representatives, which KHI determines in good faith is necessary to determine compliance with, or progress toward, the purposes of this contract.

- 6. Expenditure of Funds:** Contractor will directly administer the Project and agrees that funds paid under this Agreement will be used exclusively as set forth in the Contract Documents. No part of the contract funds may be used (i) to lobby (within the meaning of IRC 501(c)(3)); (ii) to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1); (iii) to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of IRC 4945(d)(2); (iv) to grant an individual for travel, study, or similar purposes (within the meaning of IRC 4945(d)(3) without prior approval; (v) for equipment purchases, capital renovations, and facility expansion; or (vi) to subsidize individuals for the costs of their health care, to support clinical trials of unapproved drugs or devices, or as a substitute for funds currently being used to support similar activities. If any portion of the funds are used for purposes other than described within the Contract Documents, Contractor shall repay KHI that portion of the funds, and any additional amounts in excess of such portion necessary to affect a correction. This Agreement shall not be construed to imply any future funding commitment by KHI. KHI reserves the right to take such actions as it deems necessary to preserve its original objectives for the Project (including without limitation, restricting KHI monies to payment of certain items or reducing support consistent with the material change(s)). If other means cannot accomplish preservation of the original objectives, then KHI may terminate this Contract as provided in this Agreement.
- 7. Contract Termination:** KHI, in its sole discretion, may terminate this Agreement if (i) in KHI's judgment, Contractor becomes unable (or is likely to become unable due to the loss of key personnel or otherwise) to carry out the purposes of the contract, ceases to be an appropriate means of accomplishing the purposes of the contract, or fails to comply with any of the terms of this Agreement; (ii) Contractor is dissolved, fails to operate, or violates the purpose for which funds are contracted due to misuse or misapplication of funds; or (iii) KHI loses its funding related to the Project. The right to terminate includes the right to suspend payment.

If this contract is terminated prior to the scheduled completion date, Contractor shall, upon request by KHI and in addition to its other obligations under this Agreement, promptly provide to KHI a full accounting of the receipt and disbursement of funds under the Agreement as of the effective date of termination. The Contractor shall promptly repay all contract funds unexpended as of the effective date of termination and all contract funds expended for purposes or items allocable to the period of time after the effective date of termination. Nothing contained in this paragraph shall limit or prevent KHI from taking legal action to obtain repayment of funds already expended by Contractor which were not applied in accordance with the terms of this Agreement.

8. Primary Contacts: The primary contacts for the parties are defined below.

Kansas Health Institute
212 SW 8th Avenue, Suite 300
Topeka, KS 66603-3936
Ph: 785-233-5443
Nancy Ruf / Grants and Contracts Coordinator
nruf@khi.org

Center Lead for this Agreement:
Grace Gorenflo
Ph: 814-470-3300
ggorenflo1@gmail.com

County of Tulare
5957 S. Mooney Blvd
Visalia, CA 93277
Ph: 559-624-8000

Staci Chastain
email: schastain@tularehhsa.org
Tiffany Swarthout
tswartho@tularehhsa.org

9. Copyright and Use of Data: All materials produced as a result of this Agreement are owned by the Contractor. Contractor hereby grants to KHI and the Center a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt or otherwise use and license to others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this contract. Contractor represents and warrants that the material produced under this Agreement will be original and not infringe upon any copyright or any other person, and has not previously been published.

10. Indemnification: To the extent permitted by law, each party hereto shall indemnify, defend, and save harmless the other party, their officers, agents, and employees, from any loss, liability, claim, damage and expense arising from or attributable to any acts or omissions of the indemnifying party, its officers, agents and employees in performing its obligations under this Agreement, including without limitation for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

11. Miscellaneous:

A. Choice of Law and Venue. Contractor's rights and obligations under this Agreement are specific to Contractor, which may not assign its rights or obligations hereunder to any person or entity not already identified within Exhibit B. This Agreement is governed by and construed in accordance with the laws of the State of Kansas. Venue for any disputes arising hereunder will be in the courts located in Shawnee County, Kansas.

B. Project Initiation. Contractor and KHI assume that implementation of the Project will begin by the start-up date reflected herein. If the inability to recruit staff or other unforeseen circumstances delays the Project's implementation, Contractor agrees to notify KHI in writing

This Agreement, and the documents referenced herein, set forth the full understanding of the terms and conditions under which this Agreement is being made. To the extent any provision of this Agreement conflicts with any provision of the Exhibits, the provision of this Agreement shall control. The Agreement shall not be changed or modified, in whole or in part, except by an instrument in writing, signed by both parties hereto, or their respective successors or assignees. The persons signing below represent they are authorized by their respective parties to do so and intend to enter into a binding Agreement between the parties.

Exhibit A – Proposal and Budget

**PROPOSAL: INCREASING THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN
PUBLIC HEALTH – SMALL GRANTS PROGRAM**

Legal Name of Organization: County of Tulare

Tax Identification Number: 94-6000545

Contact Person for Application: Staci Chastain

Email Address: SChastain@tularehhsa.org

Phone: 559-624-8000

1. Which best describes your organization? (Select only one)

- ☒ A state or local government public health agency or a military public health department;

2. Which classification describes your proposal? (Refer to page 2 of the CFP for a detailed description of each). (Select only one)

- ☒ Use of CJS as a systems change tool; or

3. What priority area does your project address? (Select all that apply.)

- ☐ Addressing social determinants of health through CJS
- ☒ CJS to improve collaboration among state or local health departments and:
- a. Tribal public health agencies; or

**PROPOSAL: INCREASING THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN
PUBLIC HEALTH – SMALL GRANTS PROGRAM**

4. Project Description

Tulare County Health and Human Services Agency (HHSA), Public Health (PH) hosted various focus groups as a result of Community Health Assessment (CHA) to develop its Community Health Improvement Plan (CHIP). These focus groups included communities within Tulare County that were identified as higher risk for experiencing health disparities. One of the communities represented in the focus groups were members of the Tule River Tribe. Through information gathered in the focus groups, tribal members shared how they have experienced barriers in obtaining care, limited and/or lack of transportation, reduced access to care, and a lack of understanding around health care issues.

Tulare County HHSA was recently invited by the Tribe to tour their reservation. During the tour the tribe shared that their people experience challenges accessing services related to healthcare, mental health, addiction services, and education around suicide prevention. We know that only 10%-20% of healthcare accounts for population health. The goal of Tulare County HHSA Public Health Branch is to take an inter-departmental approach to addressing the needs of the Tribe.

A CJS arrangement between Tulare County HHSA and the Tule River Tribe will allow for the coordination of various social and health services. After a review of the Tule River Indian Health Center, Inc. strategic plan for 2017-2021 we have already identified ways in which Tulare County Public Health would be able to provide support to the Tribe, such as: infrastructure support, program linkages, and creating referral processes to the programs needed by members of the Tribe. Funds awarded through this grant would be used to contract with an independent facilitator to conduct a convening of representatives from Tulare County HHSA, the tribal health center, Tribal members, and other community partners. The CJS convening will focus on identified needs of the Tribe and determine how the Public Health Branch and other Tulare County HHSA programs can fully assist tribal members. Upon receipt of the report from the facilitator, Tulare County HHSA will develop a CJS strategic plan and timelines for addressing identified gaps. HHSA

**PROPOSAL: INCREASING THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN
PUBLIC HEALTH – SMALL GRANTS PROGRAM**

would present the CJS strategic plan to the Tribal Health Center to determine the next steps for implementation.

Following the project period Tulare County Public Health and other HHSA departments would follow through with implementation. This plan would be used to inform a Memorandum of Understanding (MOU) that will demonstrate Tulare County HHSA's commitment to the Tule River Tribe and thereby fulfilling goals and objectives. Tribal and Agency representatives will meet on a quarterly basis to provide updates as well as information on successes and challenges, thus allowing the CJS to adapt and evolve in response to needs as they arise. Through the CJS strategic planning convening, quarterly meetings, and creation of an MOU a clear pathway will be made to ensure that we are meeting the identified needs of tribal members.

5. Project Plan and Milestones

Within thirty (30) days of receipt of funding, TCPH will begin the implementation of the project. The following is an estimated timeline:

- **30-60 days:** Secure the services of a consultant and venue to hold plan development meeting. Time with consultant will ensure understanding of the goals and objectives for the planning session.
- **60-90 days:** CJS strategic plan convening will be conducted. This session will bring all partners to the table to provide information to the consultant that will inform the plan.
- **90-120 days (by May 22, 2020):** A developed plan draft will be provided to Tulare County HHSA and the Tribal Health Services. Approval of the plan will be obtained by Tribal leadership. Upon the approval of the plan, a meeting will be hosted to include Tulare County HHSA and Tribal Health Services leadership to utilize the approved plan to develop a timeline for implementation of the activities outlined in the plan.

6. Challenges

**PROPOSAL: INCREASING THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN
PUBLIC HEALTH – SMALL GRANTS PROGRAM**

Many of the challenges we anticipate are similar to multi-sector collaboration and sharing within counties such as building trust, clarifying objectives, and effective communication between entities. Each jurisdiction must balance their primary missions, competing priorities, and varied governance structures, with the shared goals and objectives of the CJS. While a challenge to achieve effectiveness and efficiency, a health jurisdiction CJS presents an opportunity to leverage and maximize limited resources as well as increase impact through focused, aligned goals, and objectives. There is tremendous opportunity to create a systems tool for change that involves various services. Through linking, aligning, and interweaving existing programs offered through Agency programs to tribal members we would have the opportunity to collaborate on addressing social determinants of health on an unprecedented level.

7. Measures of Success

The initial measure of success is conducting the convening with Tulare County Health and Human Service Agency (TCHHSA) programs and Tule River Tribal members and partner organizations to identify the needs and opportunities for collaboration. Following the convening, the contractor will provide a plan which will formalize needs of the Tribe. This plan will be used to drive collaborative efforts between TCHHSA and the Tribe to address needs and provide supportive services.

Following the receipt of the plan from the contractor, a follow up meeting will be hosted with the Tribal members, health center, and associated organizations to provide the plan to get their consent to proceed. Measures of success for twelve months following the grant period will be:

- Approval of a CJS MOU by both governing boards that address the social determinants of health for tribal members.
- Based on the identified needs of the Tribe, measures would be set based on the program functions that include but are not limited to:

**PROPOSAL: INCREASING THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN
PUBLIC HEALTH – SMALL GRANTS PROGRAM**

- Hours of support offered for infrastructure and tools provided
- Number of referrals
- Processes established/implemented
- Number of services provided/participants enrolled

8. Project Team and Subcontractors

- Dr. Logan Robertson would provide pre-planning, facilitate a day-long convening, and develop the strategic-service plan and would be paid through funds received from this grant. Dr. Robertson has experience working with diverse communities to develop and implement long-range strategic plans.
- Staci Chastain serves as the Deputy Director of Health Operations in the Public Health Branch for Tulare County HHSA. Ms. Chastain will coordinate the involvement of other branches within Tulare County HHSA.
- Public Health Branch will provide 3-4 administrative team members who will assist in coordinating the event. This would include notifying partners, assisting with event readiness, and participating as needed in the event and implementation.
- Tulare County HHSA will provide various staff members from programs in the Mental Health and Human Services branches to participate in the event and implementation.
- Tule River Tribal Services is committed to participating in the planning process as well as be actively engaged in the implementation of the plan. Specifically, staff and administration from the Tule River Department of Education, Towantis Indian School, Workforce Innovation & Opportunity Act Program (WIOVA), Emergency Management, Family & Social Services (ICWA), Recreation Department, OVCD (TANF), Alcohol Programs (TRAP), Language, and Future Generations will participate.

**PROPOSAL: *INCREASING THE BODY OF KNOWLEDGE FOR CROSS-JURISDICTIONAL SHARING IN
PUBLIC HEALTH – SMALL GRANTS PROGRAM***

9. Letters of Support

Please see the attached letters of support.

BUDGET AND BUDGET NARRATIVE TEMPLATE

Complete the budget table and narrative below. The Budget and Budget Narrative are not included in the five-page limit.

Budget

Budget Category	Amount Requested
Personnel	
<i>a) Salary and Wages</i>	\$0.00
<i>b) Fringe Benefits (not to exceed 25%)</i>	\$0.00
Other Direct Costs	
<i>c) Travel</i>	\$700
<i>d) Meeting Expenses</i>	\$3,300
<i>e) Other (e.g., photocopies, long distance, supplies, etc.)</i>	\$0.00
Purchased Services	
<i>f) Consultants</i>	\$6,000
<i>g) Contracts</i>	\$0.00
<i>h) Subtotal (Personnel + Other Direct Costs + Purchased Services)</i>	\$10,000
Indirect Costs	
Specify rate, not to exceed 12%: _____ %	
<i>j) Indirect Costs = Rate (%) x Subtotal from line h</i>	\$0.00
TOTAL (line h + line j)	\$10,000

Budget Narrative

Category	Narrative
Personnel	
Note: You <i>must</i> include base annual salary and full-time equivalent (FTE) information for each person/role where funds are being requested in this category. Add rows as needed.	
<i>Salary and Wages</i>	N/A
<i>Fringe Benefits (not to exceed 25%)</i>	N/A
Other Direct Costs	
<i>Travel</i>	\$700 to compensate attendees from Tribe and County for mileage reimbursement at IRS rate of \$0.58 per mile.
<i>Meeting Expenses</i>	\$1,100 to reserve the Lindsay Wellness Center or similar venue \$600 for breakfast for 50-60 participants \$1,500 for catered lunch on site for 50-60 participants \$100 for supplies
<i>Other (e.g., photocopies, long distance, supplies, etc.)</i>	N/A
Purchased Services	
<i>Consultants</i>	

BUDGET AND BUDGET NARRATIVE TEMPLATE (CONTINUED)

Category	Narrative
Contracts *	\$6,000 for a consultant to facilitate planning and complete a written report of the planning session.
In-Kind Support	<p>-10% FTE of an Administrative Specialist will be provided in kind who would be responsible for facilitating with the contractor, coordinating the facilities and food costs, scheduling meetings and working with partners to get them in attendance. (\$11,696)</p> <p>-5% of a Deputy Director for Health Operations will be provided in kind. This individual will be responsible for working with HHSA executive management and providing updates. (\$10,222)</p>

** If contracts are a part of your proposed budget, you must complete one Contract Budget and Fact Chart for each contract. Copy and paste the chart below if there are multiple contracts. Enter "TBD" when information is not yet known. If there are no contracts, delete these instructions and the chart shown below.*

Contract Budget and Fact Chart

Contractor Name	Dr. Logan Robertson
Contract Start Date	TBD
Contract End Date	5/22/2020
Scope of Work	Please see attached proposal
Deliverables	CJS Strategic Plan
Total Cost	\$6,000
Cost Justification	This would cover the cost of planning meetings, facilitation, and delivery of a formal plan based on the outcomes of the CJS Strategic Planning process.

Category Descriptions

Salary and Wages: For each requested position, please describe the scope of responsibility and assets for each position, relating it to the accomplishment of proposal objectives.

Fringe Benefits: Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed. Fringe benefits may not exceed 25%.

Travel: Please provide clear travel information regarding who, when, where, why, and how, and how it relates to or supports specific project objectives.

Meeting Expenses: This category includes costs such as venues, working lunches and other items necessary for meetings. Provide justification for each item and relate it to specific proposal objectives.

BUDGET AND BUDGET NARRATIVE TEMPLATE (CONTINUED)

Other: This category includes administrative costs such as telephone, printing, postage, copying, information technology (IT) services, and other costs associated with supporting your project. Individually list each item requested and provide appropriate justification related to the program objectives.

Consultants: This category is appropriate when hiring an individual to give professional advice or services (e.g., technical or skilled consultant, etc.) for a fee but not as an employee of the contracted organization. If applicable, please describe the method of selection for a consultant, name (if known), scope of work, and expected rate of compensation, including travel.

Contracts: A subcontractor is an entity that performs duties that are either the same as or directly related to the scope of work of the project. Their efforts contribute directly to the outcome of the project. Please provide the method of selection of a subcontractor, the name of the contractor, scope of work, method of accountability, and budget.

Indirect Costs: Indirect costs may not exceed 12%.

In-Kind Support: Please list any additional funding, project space, personnel, and other resources not included within this budget but provided for in-kind.