

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.43
(ID # 17598)

MEETING DATE:

Tuesday, December 07, 2021

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Professional Service Agreement #22-012 between Helen Hopp Marshak Ph.D. and the County of Riverside, Department of Public Health, Tobacco Control Project for Evaluation Services, All Districts. [Total Cost \$82,075 - 100% State Funded]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Service Agreement #22-012 between Helen Hopp Marshak PhD and the County of Riverside, Department of Public Health, Tobacco Control Project for Evaluation Services without seeking competitive bids for the performance period of July 1, 2021 through June 30, 2025 in the amount of \$82,075; and
2. Authorize the Chairperson of the Board to sign the Agreement on behalf of the County; and

Continued of page 2

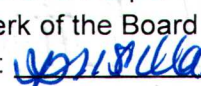
ACTION:Policy


Kim Saruwatari, Director of Public Health 11/3/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 7, 2021
xc: RUHS- P.H.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of Public Health or designee, or the Purchasing Agent, in accordance with Ordinance No. 459, to sign any documents that include modifications to the requirements, such as work plan, budget adjustments, or non-monetary extension to the performance period that stay within the intent of the Agreement; and to sign amendments, approved as to form by County Counsel, to the budget and/or payment provisions that do not exceed the sum total of ten percent (10%) of the total cost of the Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 22,225	\$ 19,950	\$82,075	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State funded			Budget Adjustment: No	
			For Fiscal Year: 21/22-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The professional service agreement between the County of Riverside Department of Public Health and Helen Hopp Marshak PhD, enables the Department of Public Health (DOPH) to support the Riverside Tobacco Control Project with tobacco evaluation consulting services. Helen Hopp Marshak PhD will provide the following evaluation services for the LLA: 1) assistance in designing the evaluation plan; 2) preparation of data collection instruments 3) organization of data collection plan and implementation; 4) coordination of data management; 5) development of evaluation reports and 6) preparation of brief and final evaluation reports. In order to fulfill the evaluation activities, the County of Riverside Tobacco Control Project needs a local program evaluator with: a) extensive knowledge of tobacco control evaluation methods; and b) knowledge the social/policy environments in the cities of Riverside County as it relates to the adoption of local tobacco control policies.

Helen Hopp Marshak, PhD, is the most qualified and experienced external evaluator for the Tobacco Control Project in the Inland Empire region. Dr. Hopp Marshak has served as the Riverside County Tobacco Control Program external evaluator over 20 years. According to the California Tobacco Control Program (CTCP) list of evaluators, Dr. Hopp Marshak is one of two local program evaluators based in the Inland Empire. Dr. Hopp Marshak has over 25 years of tobacco control experience while the other comparable evaluator has 10 years of experience.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

Tobacco control work involves formative and process evaluation. Formative evaluation informs the intervention development. Process evaluation involves gathering lessons learned from implemented activities.

Helen Hopp Marshak, PhD, has over two decades of expertise and experience providing the required evaluation services per CTCP and in the process has gained insight into the type of data needed to how to advance the adoption of local tobacco control policies.

Dr. Hopp Marshak is the most experienced tobacco prevention evaluator based in the Inland Empire. Having an experienced, locally-based evaluator is a benefit to local community development in the following ways: a) As the dean of the Loma Linda University School of Public Health, she can refer graduate students to the Riverside County Tobacco Control Project. Having interns enhances the Tobacco Control Project work output while building up the local public health workforce; b) Interns with good practice experience are in a better position to secure jobs in their field of study and contribute to their community and their local economy.

Inland Empire-based contractors, such as Dr. Hopp Marshak, are more likely to spend their compensation inside the Inland Empire - which supports the local economy.

Additional Fiscal Information

Funds will be distributed as follows:

County Fiscal Year

Year	Amount
FY21/22	\$22,225
FY22/23	\$19,950
FY23/24	\$19,950
FY24/25	\$19,950
Total	\$82,075

Contract History and Price Reasonableness

This is 100% grant funded by the California Tobacco Control Program, no net county cost will be absorbed. Total charges are not to exceed \$ 82,075 for the performance period

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

of the Agreement. Total charges are based on the evaluation services indicated in the integrated work plan / scope of work specified by our funding agreement with the California Tobacco Control Program. The total cost \$82,075 is both reasonable and fair, for the 20-year expertise and familiarity of the Tobacco Control Program, Helen Hopp Marshak, PhD provides. In addition, since she serves as the dean of Loma Linda University School of Public Health and can refer additional resources (e.g., students and researchers) to the Tobacco Control Project as necessary.

ATTACHMENT:

- A. Professional Services Agreement
- B. Single Source Justification


Jacqueline Ruiz, Sr. Management Analyst 12/1/2021


Gregory H. Priamos, Director County Counsel 11/9/2021

PROFESSIONAL SERVICE AGREEMENT

for

TOBACCO CONTROL PROGRAM EVALUATION SERVICES

between

COUNTY OF RIVERSIDE

and

HELEN HOPP MARSHAK PhD.



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	4
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	6
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	8
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	9
14. Non-Discrimination	9
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification	12
22. Insurance	12
23. General	15
Exhibit A-Scope of Service.....	19
Exhibit B- Payment Provisions	28

This Agreement, made and entered into this ____ day of _____, 2021, by and between HELEN HOPP MARSHAK, a sole proprietor (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective on July 1, 2021 and continues in effect through June 30, 2025 unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Eighty-two thousand, seventy-five dollars (\$82,075) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will

automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered “monthly” in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to

be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex

in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public

Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

RUHS- Public Health Department
Procurement and Logistics
4065 County Circle Dr.
Riverside CA 92503
ATTE: Contracts Unit
PH-Contracts@ruhealth.org

CONTRACTOR

HELEN HOPP MARSHAK PhD
11583 Hillcrest St,
Loma Linda CA 92354

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders

and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the

insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this

Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

[Intentionally left blank; signatures page follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel
Name: Karen Spiegel
Title: Chair of the Board of Supervisors

Dated: DEC 07 2021

HELEN HOPP MARSHAK, Ph.D., a sole proprietor

By: Helen Hopp Marshak
Name: Helen Hopp Marshak
Title: Evaluation Consultant
Address: 11583 Hillcrest St.

Loma Linda, Ca 92354
Dated: 10/14/2021

ATTEST:
Kecia Harper, Clerk of the Board

By: Miscilla Ross

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Esen Sainz
Esen Sainz,
Deputy County Counsel

**EXHIBIT A
SCOPE OF WORK**

Purpose:

COUNTY has received funding from the California Tobacco Control Program (CTCP) to provide services to promote tobacco-free environments and to prevent tobacco use among high priority populations. Part of the CTCP’s scope of work requires evaluation activities to advance and gauge effectiveness of tobacco control activities. To fulfill the evaluation activities the COUNTY needs a local program evaluator with: a) extensive knowledge of tobacco control evaluation methods; and b) knowledge of the social/policy environments in the cities of Riverside County as it relates to the adoption of local tobacco control policies.

CONTRACTOR’s Responsibilities:

A. <u>Evaluation Activities FY 2021-22</u>		
CONTRACTOR shall create evaluation tools, data entry and analysis, and preparation of interim and final reports. Collection of data including, but not limited to conducting KEY INFORMANT INTERVIEWSs, public opinion polls, young adult tobacco purchase surveys, etc., is not a responsibility of an evaluator.		
Activity Number	Description	Due Date
1-E-1	Existing post-training survey instruments successfully used in similar tobacco-free efforts will be adapted for youth who attend policy-specific trainings (1-11-14, 1-11-19, 1-11-20). The post-training self-administered surveys will assess satisfaction with the training information presented and perceived importance of tobacco retail licensing. Self-efficacy and intention to engage in TRL efforts (petition signature drives, public speaking about TRL, and personal experience observing tobacco use among peers and family, etc.) will also be assessed. It is anticipated that each attendee will complete the education/participant (training) survey. A summary of each training conducted will be provided.	12/1/21
1-E-2	Utilizing and/or adapting a survey instrument developed by the Tobacco Control Evaluation Center (TCEC), conduct Key Informant Interview surveys to collect baseline data of current knowledge, perceptions, and attitudes about TRL among elected officials. Conduct a minimum of five (5) telephone and/or in person interviews with policymakers and/or their staff if needed (as identified in the Midwest Academy Strategy Chart) per targeted city to determine facilitators and barriers to implementing a tobacco retail licensing policy in target jurisdictions. Each interview will be approximately 20-30 minutes in length.	12/1/21
1-E-3	Final evaluation report (and interim reports)	12/1/21

<p>1-E-4</p>	<p>A public policy meeting observation form will be developed in consultation with TCEC to document policymaker support/opposition, key issues raised by policymakers and city staff, and other insights from public policy meetings (1-7-6). Tobacco control program project staff will observe and record this information during the meetings (live or recorded) per jurisdiction. In addition, official policy records such as city council agendas, meeting minutes, City staff presentations, testimony, and policies enacted will be collected and coded to track: 1) support/opposition; 2) key issues that surface during the intervention, which could help shape changes to the intervention plan during the process; 3) the policy adoption process so that it can be described in the final evaluation report; and 4) to confirm adoption of a policy that meets the objective for this project. This activity also fulfills the requirement for an HSHC policy record activity.</p>	<p>12/1/21</p>
<p>1-E-6</p>	<p>A media record analysis tool will be developed in consultation with the Tobacco Control Evaluation Center. Paid media, press releases, news articles, editorials and letters to the editor regarding tobacco retail issues will be collected, quantified, and analyzed to determine coverage, support and opposition for the subject and the need for further community education. The number, length, placement, slant (positive/negative/neutral) and amount of exposure to audiences will be monitored and reported on every progress period. In addition, the project will submit a paid media tracking form, to be completed in consultation with the CTCP Media Unit, to track the paid media campaign.</p>	<p>12/1/21</p>
<p>1-E-11</p>	<p>The California Tobacco Control Program's Young Adult Tobacco Purchase Survey (YATPS) will be used. Staff will contact the Tobacco Control Evaluation Center (TCEC) for technical assistance as necessary. Onsite inspections will be conducted to assess illegal sales to young adults, aged 18-19 years old, and compliance with other local and state retail laws (e.g., posting age-of-sale warning sign, self-service display). The survey will be conducted using a random sample of retailers in each targeted city. A minimum of 35 retailers (or a complete census, if less than 35 stores) in each target jurisdiction will be included in each wave of the survey. Tobacco retailers will be selected from a list of licensed tobacco retailers provided by CDTFA. The pre-policy YATPS will be used to establish a baseline as well as to provide evidence of the problem to target policymakers. If/when a policy passes in a targeted jurisdiction, post-policy YATPS will be conducted during another wave to provide a comparison of the first wave of YATPS results for that specific city within six months to one year of policy implementation. Findings from these unconsummated purchase attempts will be analyzed using descriptive statistics such as frequencies/percentages to document intent to sell rates by retailers. Cross-tabulations will assess whether certain types of stores sell to minors more often than other types. The data and explanations will be broken down by city, and shared with project staff and coalition members to guide campaign activities. YATPS results may also be incorporated into the informational presentations to members of youth serving organizations to garner their collaboration on the TRL policy campaign and presentations to local law enforcement, city council members, city attorneys, and other policymakers in targeted communities to provide education and information on the problem of illegal tobacco sales to underage buyers in their jurisdiction, and the evidence proven strategies for addressing the issue.</p>	<p>12/1/21</p>

1-E-12	A public intercept survey and a protocol will be developed in consultation with TCEC. The survey instrument will be used to collect data about community knowledge, attitudes, and perceptions regarding a Tobacco Retail Licensing policy. Surveys will be collected from community members in the targeted cities through face-to-face interactions using an electronic device; 200-300 individuals will complete the survey in each targeted city. A convenience sample will be used. Data will be collected from the following locations: the City of Palm Springs, Palm Desert, and Indio. The Public Intercept Surveys will be analyzed by calculating frequencies and percentages to document support/opposition to policy strategies, knowledge, and demographic information provided by survey participants.	12/1/21
1-E-13	Website Analytics will be reviewed and summarized into a report annually. A summary of the results will include information on: 1) tracking tools indicating percentage of people opening, clicking, and visiting the website in real time; 2) Comparison reports indicating which resource page was frequented the most by recipients.	12/1/21
2-E-2	The Member Participation Record (MPR) is a tracking mechanism wherein program staff will list and track tobacco control activities that Coalition members participate in annually. The MPR will be updated and will submitted with each progress report. It will consist of the following fields for recording event and participant information: event name, date, location, Coalition member identification, description of events/participation.	12/1/21
2-E-4	Newsletter and website and social media analytics will be reviewed and summarized into a report. A summary of the results will be prepared annually and include information on: 1) tracking tools indicating percentage of people opening, clicking, and sharing newsletters/websites and social posts in real time; 2) mobile open rate indicating what percentage of emails were opened by a mobile device or desktop; 3) Comparison reports indicating which newsletter was opened the most by recipients.	12/1/21
2-E-5	Brief final evaluation report (and interim reports).	12/1/21
3-E-3	A Public Intercept Survey will be developed in consultation with TCEC to determine knowledge of and exposure to SHS and thirdhand smoke, and perceived importance and effectiveness of a smoke-free MUH policy among MUH residents and owners/managers. It will also determine local support for policy in the target jurisdiction (n=100 each).	12/1/21
3-E-4	Final evaluation report (and interim reports).	12/1/21
3-E-5	A public policy meeting observation form will be developed to document policymaker support/opposition, key issues raised by policymakers, staff, and other insights from public policy meetings. Tobacco control program project staff will observe and record this information during the meetings. In addition, official policy records such as city council agendas, meeting minutes, city staff presentations, testimony, and policies enacted will be collected and coded to track: 1) support/opposition; 2) key issues that surface during the intervention, which could help shape changes to the intervention plan during the process; 3) the policy adoption process so that it can be described in the final evaluation report; and 4) to confirm adoption of a policy that meets the objective for this project.	12/1/21

3-E-7	A media record analysis tool will be developed in consultation with TCEC. Paid media, press releases, news articles, editorials and LTEs, and more regarding smoke-free MUH will be collected, quantified, and analyzed to determine coverage, support and opposition for the subject and the need for further community education. The number, length, placement, slant (positive/negative/neutral) and amount of exposure to audiences will be monitored and reported.	12/1/21
4-E-1	Brief final evaluation report (and interim reports).	12/1/21

B. Evaluation Activities FY January 2022-2025

CONTRACTOR shall create evaluation tools, data entry and analysis, and preparation of interim and final reports. Collection of data including, but not limited to conducting KEY INFORMANT INTERVIEWSs, public opinion polls, young adult tobacco purchase surveys, etc., is not a responsibility of an evaluator.

Activity Number	Description	Due Date
1-E-1	To inform staff and trainers about how to improve future trainings (or to improve future technical assistance (TA) or identify resource gaps), a post-training (or TA) assessment will be administered to participants of the policy planning activity. Using a pen and paper (or online) survey developed in consultation with TCEC, a census of 50% - 100% of total participants at each event will be surveyed to understand training feedback, anticipated needs, changes in knowledge, comfort, confidence, preparation, and intent to engage in tobacco prevention activities (or satisfaction with services, participation levels, additional needs, and/or data collector readiness). Data will be analyzed using descriptive statistics and content analysis and results will be shared with participants, trainers, and staff to improve future trainings (or TA) and determine other training, education, or service needs.	12/1/24
1-E-4	To inform project staff about the background, goals, and directions of target jurisdictions priorities for ending commercial tobacco, conduct interviews with decision makers (and/or their staff if unavailable). Develop a key informant interview guide using a minimum set of required questions from the Tobacco Control Evaluation Center, then pilot test and revise as needed. Conduct 5-7 (per jurisdiction) telephone and/or in-person interviews to determine effective approaches/tactics, identify points of view, anticipate facilitators and barriers to adopting or implementing smoke-free multi-unit housing and comprehensive smoke-free outdoor public places (Trailblazer Option A1). At least one (1) primary jurisdiction(s) (e.g., Perris, Moreno Valley, Palm Springs, Indio, or Coachella) must be conducted by June 2022; At least one (1) secondary jurisdiction(s) from the same list must be conducted by June 2023. Each interview will be approximately 20-40 minutes in length. Qualitative analysis of interview results will be used to summarize and report interview findings. Findings will be shared with data sources and community partners	12/1/22

	used to identify how best to address challenges and barriers to policy adoption.	
1-E-5	For the statewide End Commercial Tobacco Campaign, conduct two waves (in Spring 2022, Spring 2024) of observations in multi-unit housing complexes and parks or beaches. Use a standardized data collection instrument and protocol from CTCP using mobile devices. Descriptive statistics will be used to analyze and summarize the data. Findings will be disseminated to data sources and community partners in print or presentation format and used to share scope of problem and compliance with policies. Guidance for selecting communities sample sizes will be provided.	6/1/24
1-E-6	To improve understanding of community knowledge, attitudes, and perceptions of ending commercial tobacco, a public opinion survey will be conducted with 200-300 residents in each jurisdiction(s). At least one primary jurisdiction(s) (e.g., Perris, Moreno Valley, Palm Springs, Indio, or Coachella) must be surveyed by December 2022; At least one secondary jurisdiction(s) (same list) must be surveyed by December 2023. A convenience sample of the general public will be surveyed at key community locations and/or online using a mobile device or online survey. Develop a survey and protocol using a minimum set of required questions from the Tobacco Control Evaluation Center, then pilot tested and revise as needed. Data will be analyzed using descriptive statistics and inferential statistics to document tobacco endgame knowledge, awareness, beliefs, and demographic information provided by survey participants. Results will be shared with program staff, data sources, and other stakeholders to inform next steps and improve interventions.	12/1/23
1-E-2	To inform staff about policymaker support/opposition, key issues raised by policymakers and staff, and other insights from public policy meetings about topics related to tobacco (e.g., secondhand smoke) or related priorities, and complete a comprehensive policy record review for each target jurisdiction. Policy record reviews should begin within the first six months during the period the project is engaged in the jurisdiction, updated regularly (every six months) and submitted with each progress report through policy adoption. Signed policies will be submitted in the progress report after a final vote has occurred	12/1/24
1-E-3	To document the projects organizational history, learn from past efforts, and share strategies with other projects, complete one final evaluation report. For this objective, Tell Your Story reporting guidelines from the Tobacco Control Evaluation Center (TCEC) will be used to write a report that documents what your project was trying to achieve, how the project went about it, what happened as a result, what the project would do differently next time. With the report, create a roadmap of your approach by describing tactics used and to what effect, support/opposition encountered, and how challenges and barriers were addressed. Explain how activities built upon each other and how evaluation supported or informed the work. State how you tailored strategies and approaches to your target audiences. Use content analysis, descriptive and inferential statistics, and data visualization to analyze and summarize findings. Identify and assess key activities that were crucial to the effort in the	6/1/25

	report conclusions. Draw specific, concrete recommendations for future work from report findings. Explain how evaluation results were shared with data sources and other stakeholders in appropriate formats. Complete an abstract for the report.	
2-E-2	To inform staff and trainers about how to improve future trainings (or to improve future technical assistance (TA) or identify resource gaps), a post-training (or TA) assessment will be administered to participants of [INSERT TRAININGS AND/OR ACTIVITY #S]. Using a pen and paper (or online) survey developed in consultation with TCEC, a census of [# RANGE] participants at each event will be surveyed to understand training feedback, anticipated needs, changes in knowledge, comfort, confidence, preparation, and intent to engage in tobacco prevention activities (or satisfaction with services, participation levels, additional needs, and/or data collector readiness). Data will be analyzed using descriptive statistics and content analysis and results will be shared with participants, trainers, and staff to improve future trainings (or TA) and determine other training, education, or service needs.	12/1/24
2-E-4	To inform project staff about the background, goals, and directions of target jurisdictions priorities for ending commercial tobacco, conduct interviews with decision makers (and/or their staff if unavailable). Develop a key informant interview guide using a minimum set of required questions from the Tobacco Control Evaluation Center, then pilot test and revise as needed. Conduct 5-7 (per jurisdiction) telephone and/or in-person interviews to determine effective approaches/tactics, identify points of view, anticipate facilitators and barriers to adopting or implementing comprehensive TRP Policy (Pathfinder Option B3) by June 2022 . Each interview will be approximately 30-40 minutes in length. Qualitative analysis of interview results will be used to summarize and report interview findings. Findings will be shared with data sources and community partners used to identify how best to address challenges and barriers to policy adoption. Data collection training will be provided to 2-4 of data collectors, who will be surveyed before and after the training to assess their preparedness.	6/1/22
2-E-5	For the statewide End Commercial Tobacco Campaign, conduct two waves (in Spring 2022, Spring 2024) of observations in multi-unit housing complexes, parks or beaches, and tobacco retailers. Use a standardized data collection instrument and protocol from CTCP using mobile devices. Descriptive statistics will be used to analyze and summarize the data. Findings will be disseminated to data sources and community partners in print or presentation format and used to share scope of problem and compliance with policies. Guidance for selecting communities sample sizes will be provided.	6/1/22
2-E-6	To improve understanding of community knowledge, attitudes, and perceptions of ending commercial tobacco, a public opinion survey will be conducted with 200-300 residents in a target jurisdiction by December 2022. A convenience sample of the general public will be surveyed at key community locations and/or online using a mobile device or online survey. Develop a survey and protocol using a minimum set of required questions from the Tobacco Control Evaluation Center, then pilot test and revise as needed. Data	12/1/22

	will be analyzed using descriptive statistics and inferential statistics to document tobacco endgame knowledge, awareness, beliefs, and demographic information provided by survey participants. Results will be shared with program staff, data sources, and other stakeholders to inform next steps and improve interventions. Data collection training will be provided to 2-4 of data collectors, who will be surveyed before and after the training to assess their preparedness.	
2-E-3	To document the projects organizational history, learn from past efforts, and share strategies with other projects, complete one final evaluation report. For this objective, Tell Your Story reporting guidelines from the Tobacco Control Evaluation Center (TCEC) will be used to write a report that documents what your project was trying to achieve, how the project went about it, what happened as a result, what the project would do differently next time. With the report, create a roadmap of your approach by describing tactics used and to what effect, support/opposition encountered, and how challenges and barriers were addressed. Explain how activities built upon each other and how evaluation supported or informed the work. State how you tailored strategies and approaches to your target audiences. Use content analysis, descriptive and inferential statistics, and data visualization to analyze and summarize findings. Identify and assess key activities that were crucial to the effort in the report conclusions. Draw specific, concrete recommendations for future work from report findings. Explain how evaluation results were shared with data sources and other stakeholders in appropriate formats. Complete an abstract for the report.	6/1/25
2-E-1	To inform staff about policymaker support/opposition, key issues raised by policymakers and staff, and other insights from public policy meetings about topics related to tobacco (e.g., secondhand smoke) or related priorities, complete a comprehensive policy record review for each target jurisdiction. Policy record reviews should begin within the first six months during the period the project is engaged in the jurisdiction, updated regularly and submitted with each progress report through policy adoption. Signed policies will be submitted in the progress report after a final vote has occurred.	12/1/24
3-E-1	To inform staff and coalition members about how to improve coalition functioning, satisfaction, and diversity, the online TCEC coalition survey will be utilized. The survey link will be sent to a census of coalition members annually. Data will be analyzed using descriptive statistics and content analysis and results will be shared with coalition members and community outreach staff to strategize how to fill the gaps in training, opportunities, skill building, meetings, functioning, technical assistance, diversity, and representation. In addition, results from all waves will be compared to determine if/how the coalition has changed over time.	6/1/24
3-E-2	To inform staff and trainers about how to improve future trainings (or to improve future technical assistance (TA) or identify resource gaps), a post-training (or TA) assessment will be administered to participants of training. Using a pen and paper (or online) survey developed in consultation with TCEC, a census of participants at each event will be surveyed to understand training feedback, anticipated needs, changes in knowledge, comfort, confidence, preparation, and intent to engage in tobacco prevention activities (or satisfaction with services, participation levels, additional needs, and/or data collector readiness). Data will be analyzed using descriptive statistics and content analysis and results will be shared with participants, trainers, and staff	6/1/25

	to improve future trainings (or TA) and determine other training, education, or service needs.	
3-E-3	To inform project staff about the direction, content, and timing of upcoming activities or assess the effectiveness of current or past actions taken, conduct interviews with key informants who can provide insights into how to effectively reach desired audience. Develop or adapt key informant interview questions in consultation with the Tobacco Control Evaluation Center (TCEC), or adapted from previous evaluation instruments and sources, pilot test it, and revise as needed for field use. Conduct 5-7 telephone and/or in-person interviews with community partners to determine effective approaches/tactics, identify points of view, anticipate facilitators and barriers to adopting or implementing the two types of policies in each target jurisdiction. Each interview will be approximately 30-40 minutes in length. Qualitative analysis of interview results will be used to summarize and report interview findings. Findings will be shared with data sources and Coalition members to share how to effectively engage community partners in tobacco control work.	6/1/24
3-E-4	To guide future coalition efforts, conduct a coalition asset mapping activity which identifies coalition priorities, needs and available resources/skills/connections relevant to project efforts. Using the TCEC Coalition Asset Mapping tool [or identify another tool/source], the activity will be led by coalition member(s) and project staff with a group of 5-7 of coalition members. This process will be conducted before launch of work on new objective. Data will be transcribed from the discussion, content analyzed and summarized in a table or narrative format to anticipate needs or obstacles, guide the direction and/or timing of coalition (and project) next steps, and strategically leverage existing personnel and resources.	12/1/22
3-E-5	Develop a partner engagement tracking tool, referred to as the Member Participation Record (MPR). This instrument will be used to track and summarize diversity of partnerships and key partnership engagement in campaign activities, outreach efforts, meetings, and trainings. The MPR will identify the opportunities coalition members will have to participate in Activities (review and revise mission statement, action teams, I and E Days, speaker's bureau et.) The MPR will be updated regularly and will consist of the following fields for recording organization/individual member participation including, but not limited to: Event name, date, location, partner organization name(s), committee memberships, and description of activity(ies) and/or event(s), including a brief description of how members were participating (e.g. wrote an article for newsletter, conducted a presentation, participating in social media planning, etc.). This form will be regularly reviewed for patterns in participation by project staff and coalition members. The results from this MPR will help project staff to see if it is meeting its annual coalition recruitment and retention goals. Findings from the MPR will be shared with project staff and coalition members to guide campaign activities.	12/1/24
3-E-6	Conduct a Countywide Landscape Analysis and complete a draft matrix of general plans/zoning plans/zoning and permitting regulations/community health frameworks/economic development plans, etc.to assess policy gaps and opportunities to integrate tobacco control policies leading to tobacco and smoke-free housing, retail, outdoor spaces, environmental waste, and healthy	6/1/23

	community plans in all jurisdictions within Riverside County.	
3-E-8	To document the projects organizational history, learn from past efforts, and share strategies with other projects, complete one brief evaluation report (BER) using the Tell Your Story reporting guidelines from the Tobacco Control Evaluation Center (TCEC). The BER will document project goals, process, results and recommendations, and will include an abstract. The report will describe tactics used and to what effect, support/opposition encountered, and how challenges and barriers were addressed. Information will be included on how activities built upon each other, how evaluation supported or informed the work, and how strategies were tailored to reach target audiences. Content analysis, descriptive and inferential statistics, and data visualization to analyze and summarize findings. The conclusion will identify and assess key activities that were crucial to the effort and specific, concrete recommendations for future work will be provided. Evaluation results will be shared with data sources, participants, and other stakeholders as identified in the dissemination plan.	6/1/25
3-E-7	Conduct consumer testing to assess the appropriateness and appeal of the content, logic, wording, design and/or takeaway message of the material/ instrument for city planners, planning commissioners, and/or partnering organizations. Using guidelines from the Tobacco Education Clearinghouse of California (TECC), develop the testing instrument and protocol, pilot test it, and revise as needed for field use. Conduct an intercept and/or online survey with a minimum of 8-10 people (experienced in working with the general plans) and document participant reactions to the material/instrument. Analyze and summarize participant responses for common themes in order to make recommendations for material/instrument revisions. Share results with project personnel and use to improve materials/instruments; final summary report must be submitted to MatTrack on TECCs website with material submissions.	12/1/23

**EXHIBIT B
PAYMENT PROVISIONS**

1. BUDGET

CONTRACTOR shall receive payment as budgeted in the table below. Any remaining unspent amount in a Fiscal Year (FY) will roll-over to next fiscal year not to exceed June 30, 2025

Fiscal Year (FY)	Amount	Tracking Grant Number	Funding Source (include Grant Project Name)
FY21/22	\$22,225	HS200113	100% State Funded- Tobacco Control Project 56 Tobacco Tax
FY22/23	\$19,950	HS200113	100% State Funded- Tobacco Control Project 56 Tobacco Tax
FY23/24	\$19,950	HS200113	100% State Funded- Tobacco Control Project 56 Tobacco Tax
FY24/25	\$19,950	HS200113	100% State Funded- Tobacco Control Project 56 Tobacco Tax
TOTAL:	\$82,075		

2. INVOICE

CONTRACTOR shall be entitled to receive payment for services rendered as follows:

A. Payment shall be made by the COUNTY after review of deliverables and invoice.

B. Invoices shall be submitted to COUNTY fifteen (15) days after each quarter.

C. Invoice(s) shall itemize actual expense incurred, CONTRACTOR’S name and address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.

D. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
RIVCOPH-AP@ruhealth.org

E. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from talking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.

3. **MAXIMUM:**

MAXIMUM COMPENSATION payable under the terms of this Agreement shall not exceed EIGHTY TWO THOUSAND, SEVENTY-FIVE DOLLARS (\$82,075.00) including all expenses.