

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T A G E N D A

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Moule, Supervisor - District 1
SECONDER:	John Leach, Supervisor - District 5
AYES:	Moule, Leach, Garton, Williams, Carlson

11.HEALTH SERVICES AGENCY / PUBLIC HEALTH

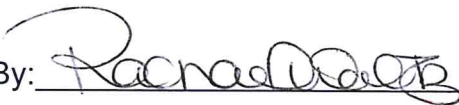
- a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with Strategies by Design, for the purpose of providing evaluation services for the Tehama County Tobacco Education Program (TEP), with maximum compensation not to exceed \$87,950, effective 3/1/22 and shall terminate 6/30/25 (Miscellaneous Agreement #2022-97)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 29th day of March, 2022.

DATED: March 30, 2022.

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

By: _____

Deputy

E-Contract Review
Approval as to Form

Department Name: HSA_Public Health

Vendor Name: Strategies by Design

Contract Description: Agreement between Tehama County Health Services Agency and Strategies by Design for the purpose of providing evaluation services for the Tehama County Tobacco Education Program

APPROVED AS TO FORM:

Margaret Long

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

Date: 3/7/22

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND STRATEGIES BY DESIGN

This agreement is entered into between the County of Tehama, through its Health Services Agency ("County") and Strategies by Design ("Contractor") for the purpose of providing evaluation services for the Tehama County Tobacco Education Program (TEP).

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide evaluation services for the Tehama County Tobacco Education Program with the plan and scope of work described in Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit C after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$87,950. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

**Miscellaneous Agreement
2022-97**

4. **BILLING AND PAYMENT**

On or before the 15th of each quarter, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall commence on March 1, 2022 and shall terminate June 30, 2025 unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by Health Services Agency Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board

and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. **GREEN PROCUREMENT POLICY**

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	Strategies by Design Attn: M. Susan Haun 305 Sejong Lane Santa Rosa, CA 95403 (707) 571-8729
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Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES:**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES:**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 3-16-22

Jayme S. Bottke
Jayme S. Bottke, Executive Director

STRATEGIES BY DESIGN

Date: 3/14/22

M. Susan Haun
M. Susan Haun, Principal

Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

SCOPE OF WORK

Tehama County Tobacco Education Program (TEP) Evaluation March 2022 – June 2025

Unless indicated otherwise herein, the Contractor shall furnish all labor, materials, transportation, supervision, and management, and pay all taxes required to complete the project described below.

CONTRACTOR RESPONSIBILITY

Consistent with TEP's objectives for the 2022–2025 Scope of Work and Evaluation Plan, SBD shall:

- In collaboration with TEP's Project Director/project staff, develop/design/adapt evaluation instruments for the project consistent with sound evaluation and measurement principles for valid outcome evaluation for proposed objectives.
- Provide consultation in the administration of evaluation methods, such as, but not limited to, procedures for conducting Key Informant Interviews, Observation Surveys, and Public Opinion Surveys, to ensure reliability as well as validity.
- Set up forms, tally sheets, and databases for online/handheld/manual data collection for project staff to populate with data, as necessary.
- Clean data collected by project staff, e.g., Public Intercept Surveys, Observations, etc.
- Conduct analyses for each evaluation activity in TEP's 2022–2025 Evaluation Plan, interpret results, formulate recommendations, and facilitate the project's understanding of the results of data collection and how the data informs the project's intervention activities.¹
- For each evaluation activity, write a summary report for the project and for inclusion in the progress reports in the Online Tobacco Information System (OTIS).
- Enter semi-annual progress report narratives for all evaluation activities for which SBD is responsible into OTIS, attaching the appropriate tracking measures.
- Develop the final evaluation reports - two brief evaluation reports for two non-primary objectives and one final evaluation report for one primary objective - in accordance with TEP's 2022–2025 Evaluation Plan and in collaboration with the program's Project Director. All evaluation reports will be developed at the conclusion of TEP's 2022–2025 scope of work and shall be prepared consistent with the format described in the California Tobacco Control Program's *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports*.
- Monitor the implementation of the evaluation plan, coordinate with the Project Director on the implementation timeline, and meet with the Project Director/staff monthly or as needed to facilitate communication, coordination, and tracking.
- Collaborate with TEP staff for development of TEP's 2025–2029 Comprehensive Tobacco Education Program's Evaluation Plan (released in 2024) by assisting with the development of the primary and non-primary objectives, researching possible evaluation components, planning the analysis, and designing the evaluation plan as well as survey methods for each objective with input from program staff. Write the evaluation narratives. Enter the final evaluation components and narrative summaries into the Online Tobacco Information System (OTIS).
- Participate in California Tobacco Control Program plan modification meetings with TEP staff and CTCPC representatives to assist with negotiating the 2025–2029 Comprehensive Tobacco Control Plan and make changes to the evaluation plan, as needed.

¹ Note that advanced data analysis and data translation is not required of External Evaluation Consultants but can be provided by the Internal Evaluator, the Evaluation Project Manager, or the County's Epidemiologist, as applicable.

CONTRACTOR COMPENSATION

The amount payable to Contractor under this contract is \$13,650 for 1/22–6/22, \$20,800 for 7/22–6/23, \$20,800 for 7/23–6/24 and \$32,700 for 7/24–6/25, for a maximum amount payable under this contract of \$87,950. Contractor shall invoice TEP at least quarterly for the services completed to the Project Director. Invoices for services provided to TEP shall include the following information: month of service, summary of services provided, and total charges to the County for services provided.

COUNTY RESPONSIBILITY

TEP will be responsible for internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. TEP will add Contractor as an "Applicant" in OTIS to allow the Contractor access to TEP's 2022–2025 Comprehensive Tobacco Control Plan.

In order to complete final evaluation reporting by the June 30, 2025 due date, all evaluation activities and associated data collection will need to be completed and provided to SBD no later than April 30, 2025.

County will reimburse Contractor approximately 30 days after invoice is received, reviewed, and approved by TEP's Project Director.

JOINT RESPONSIBILITIES

Both Contractor and TEP will be responsible to immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.

Exhibit C

COST

Tehama County Tobacco Education Program (TEP) Evaluation March 2022 – June 2025

The following table includes each of the three objectives, as well as other evaluation scope of work-related elements. Note that External Evaluators for tobacco control programs are required to provide at least 208 hours of evaluation consulting services annually.

Evaluation Services	1/22 – 6/22	7/22 – 6/23	7/23 – 6/24	7/24 – 6/25
Obj. 1 End Commercial Tobacco Campaign – Smoke-Free OPPs & Flavors				
• 16–20 instruments, including 4 ECT Campaign instruments	67	55.5	57.5	111.5
• 12–14 activity reports				
• 1 FER				
Obj. 2 Youth Engagement				
• 6–8 instruments	19	35	44.5	65.5
• 10–12 activity reports				
• 1 BER				
Obj. 3 Community Engagement				
• 6–8 instruments	17	40	31.5	47.5
• 10–12 activity reports				
• 1 BER				
Policy Cessation Support (scan, technical assistance, PTA)	.25	11.5	-	.25
Media Activity Record Support (instrument, technical assistance)	2.25	4	2.5	.25
Project Planning, Monitoring & Data Discussion, including prep and follow-up (monthly or as needed)	24	48	48	48
Evaluation Activity Reporting (semi-annually)	4	8	8	8
Changes to 22–25 Evaluation Plan (if needed)	-	-	10	-
25–29 Evaluation Plan Development (including CTCP modifications and revisions)	-	-	-	40
Required Statewide Meetings				
• 4 CTCP Required Meetings or Trainings per year (total time shared by multiple projects)	3	6	6	6
Total Hours	136.5	208.0	208.0	327.0
Total Fees at \$100 per hour/Expenses Not-to-Exceed*	\$13,650	\$20,800	\$20,800	\$32,700
		Grand Total		\$87,950

*The fees and expenses as defined above include communication, equipment, software, meeting materials/supplies, and general office supplies. Note that all services will be delivered via telecommuting.