



**CONSULTATION SERVICES FOR
THE LOCAL HEALTH JURISDICTION (LHJ)
TOBACCO EDUCATION PROGRAM
Request for Proposal No. 2022-01**

**Proposals must be received no later than
12:00 P.M. (PST) on March 23, 2022**

Attn: Jennifer Warren
RFP 2022-01: Tobacco Education Program
P.O. Box 611
Willows, CA 95988

Revised 03/03/2022

TABLE OF CONTENTS

1. PURPOSE	3
2. DESCRIPTION OF SERVICES	3
3. TIMELINE FOR THIS PROPOSAL	3
4. PROPOSAL PROCESS	4
5. PROPOSAL ATTACHMENTS	6
6. PROPOSAL CONTENTS	6
7. ADDITIONAL REQUIREMENTS	8
8. EVALUATION OF PROPOSALS	8
9. INTERVIEWS	9
10. RIGHTS	9
11. CONFIDENTIAL OR PROPRIETARY INFORMATION	9
12. ATTACHMENT 1	10

**REQUEST FOR PROPOSAL
GLENN COUNTY HEALTH AND HUMAN SERVICES AGENCY
CONSULTATION SERVICES FOR THE LOCAL HEALTH JURISDICTION (LHJ)
TOBACCO EDUCATION PROGRAM**

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit and award a multi-year contract to a service provider for Consultation Services for the Local Health Jurisdiction (LHJ) Tobacco Education Program.

The Glenn County Health and Human Services Agency (HHSA/County) requests proposals from highly qualified consultants to assist the HHSA Tobacco Education Program staff on required program components and activities to ensure the Glenn County Tobacco Education Program operates with maximum efficiency.

2. DESCRIPTION OF SERVICES

The services are expected to be performed by the selected service providers upon contract start date through June 30, 2025. The Scope of Services is included within the Attachment 1 – Proposed Agreement.

3. TIMELINE FOR THIS PROPOSAL

HHSA has developed the following list of key events related to this proposal. All dates are subject to change at the discretion of the HHSA.

EVENT	DATE
Issuance of RFP	February 25, 2022
Deadline for RFP questions	March 9, 2022
Questions and Answers posted	March 16, 2022
Deadline for proposal submission	March 23, 2022 at 12:00PM, PST
Evaluation of RFP and Potential Interviews	March 28, 2022 & March 29, 2022
Notice of intent to award	March 30, 2022
Protest period	March 30, 2022 to April 8, 2022
HHSA response to protest	April 18, 2022
Board of Supervisors Approval of Consultant	April 26, 2022
Contract Start Date	Upon Signature of HHSA Director
Contract End Date	June 30, 2025

4. PROPOSAL PROCESS

a) Period of Offer:

Response to this proposal constitutes an irrevocable offer to the HHSA to perform according to the proposal specifications and the proposed contract for a period of not less than 120 days from proposal receipt.

b) Proposals, questions, and protests should be addressed to:

Proposals may be emailed, in PDF format to:

admin@countyofglenn.net

Subject: RFP 2022-01 Tobacco Education Program

Or by overnight mail or dropped off at:

County of Glenn
Health and Human Resources Agency
Attn: Jennifer Warren
RFP 2022-01 Tobacco Education Program
420 E. Laurel St
Willows, CA 95988

Or by US Mail to:

County of Glenn
Health and Human Resources Agency
Attn: Jennifer Warren
RFP 2022-01 Tobacco Education Program
P.O. Box 611
Willows, CA 95988

c) Bidders' Questions:

Questions regarding the proposal should be submitted in writing or emailed. Questions will not be accepted by telephone, facsimile (FAX), or orally. The HHSA reserves the right to decline a response to any question if in the HHSA's assessment the information cannot be obtained and shared with all potential bidders in a timely manner.

A summary of questions submitted and the HHSA's responses will be provided on the Glenn County website at: <https://www.countyofglenn.net/govt/bids>

d) Submission of Proposals:

All proposals are final after the filing deadline. No adjustments shall be permitted after that time. Any proposal received after the exact time specified for receipt will not be considered unless it is received before an award is made, and it is determined by the HHSA that the late receipt was due solely to mishandling by the HHSA after receipt at the designated address. The only acceptable evidence to establish whether a proposal is late or meets the exception listed above, shall be the time of receipt at the HHSA as

RFP Title: Tobacco Education Program Consultant
RFP No.: 2022-01

determined by the date stamp of the HHSA on the proposal wrapper or other evidence of receipt maintained by the HHSA.

All costs of the proposal preparation shall be the responsibility of the Proposer. All materials submitted in response to the proposal become the property of the HHSA and may be returned only at the HHSA's option and the bidder's expense.

e) Proposal Review and Evaluation Criteria

The HHSA Director, selected County staff, and selected interested professionals will evaluate the proposals to determine a responsive, responsible, and qualified Proposer approved by the HHSA. This Proposer shall:

- Possess the competency, experience and education required to effectively perform the duties as enumerated in the Agreement, attached as Attachment 1, and
- Complete the required services and deadline dates as outlined in Attachment 1, taking into consideration any additional business commitments, and
- Have no record of unsatisfactory performance, lack of integrity, or poor business ethics, and
- Be qualified and eligible to receive an award under applicable statutes and regulations, and
- Articulate a comprehensible approach to completing the required work, and
- Provide acceptable references.

The HHSA reserves the right to waive any proposal irregularity; however, this will not relieve the Contractor from full compliance with the bidding requirements if awarded the contract.

The HHSA reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future.

After review of all proposals and a recommendation for award of contract is made, all Proposers shall be notified in writing of the recommendation.

Given that the expertise required for this proposal is highly specialized, the HHSA reserves the right to negotiate a contract with the successful bidder, including further negotiating the proposed scope of work, method of delivery, and amount of compensation.

f) Contract Award:

The contract award will not be based solely on price, but a combination of factors determined to be in the best interest of the HHSA submitted by a responsive, responsible,

and qualified Proposer approved by the HHSA.

- The contract shall not take effect before being approved by the Glenn County Board of Supervisors.
- Payment for services under any contract resulting from this proposal is dependent upon the availability of County, State, and Federal funding.

g) Protests:

Following notification to all Proposers of the recommendation for award of contract, protests may be submitted in writing to the HHSA. Protests shall be received within ten (10) calendar days immediately following the recommendation to award a contract. The HHSA shall consider any protest or objection regarding the award of the contract, providing it is submitted in the time period stated above.

Protests shall state the reason for the protest, citing the law, rule, regulation, or practice on which the protest is based. The HHSA shall respond in writing to the protestor within five (5) calendar days of the end of the protest period. The response shall include the final decision on the protest and the basis for the decision.

5. PROPOSAL ATTACHMENTS

ATTACHMENTS	DESCRIPTION
Attachment 1: Proposed Agreement	If selected, the person or entity submitting a proposal must sign an Agreement agreeing to the County terms and conditions.

6. PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive.

a) Title Page - the title page will include the following information:

- Proposal title;
- Proposer's name/business name;
- Proposer's contact information (physical and electronic addresses, and telephone numbers);
- Name and contact information (physical and electronic addresses, and telephone numbers) for the person or persons (if different than above) who will be authorized to make representations for the Proposer;
- Signature of Proposer.

b) Approach and Methodology:

- Provide a narrative illustrating your organization's commitment and demonstrated ability to complete all components of all projects and services to meet the "Responsibilities of Contractor", as described in Attachment 1 "Agreement";
- Provide an hourly rate and an estimate of hours required per each component/activity identified in Proposer's Agreement (Attachment 1), under Scope of Services – Exhibit A.

c) Organization and Staffing Plan:

- This section of the proposal must include information regarding the Proposer's proposed organizational structure, length of time in business, including experience, training and credentials; and
- Resumes for Proposer and Primary Staff. (Note-Upon award and during the contract period, if different personnel are assigned to work on the HHSA's project, the Proposer must submit staff's names, resumes, and qualifications before they begin work.); and

d) Experience and Qualifications:

- Evidence of at least 5 years of successful experience in consultation services; and
- The Proposer must describe the methods that will be utilized to accomplish the proposed activities, and what deliverables are to be produced by the end of the contract period. Specifically, the Proposer should outline what methods will be used to obtain stakeholder engagement in the processes. Proposer should emphasize any relevant experience and may provide examples based on their experience with successfully completing similar or related activities; and
- Qualifications and Resumes - Resumes must be included that describe background and experience in conducting the proposed activities. Proposal must describe the proposer's knowledge of the requirements necessary to render these services and describe professional qualifications and experience, including the proposer's ability and experience in conducting the proposed activities. Resumes must demonstrate training and experience necessary to successfully complete the proposed activities; and
- A sample of Proposer's previous work.

e) Acceptance of the Terms and Conditions:

Attachment 1, Proposed Agreement, sets forth the Terms and Conditions.

Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An “exception” includes any addition, deletion, qualification, limitation, or other change. If exceptions are identified, the Proposer must provide an explanation or rationale for each exception and/or proposed change.

f) Other requirements:

Proposer must include in its proposal:

- Copy of current business license; and
- If qualified - a copy of 8(a) Business Development Certification.
- Copy of Proposer’s W-9 and current SAMS or DUNS number.

g) Costs:

Include a description of estimated costs of Proposer, and the method in which these costs will be charged (if in addition to the hourly rate).

7. ADDITIONAL REQUIREMENTS

No facilities will be provided for the Proposer under this proposal. All office space will be the responsibility of the Proposer.

Proposers should provide at least **three** current professional references. The HHSa may check references provided by the Proposer.

Information for references must include the following:

- Organization name;
- Contact person name, address, and telephone number; and
- Dates and services that were performed.

8. EVALUATION OF PROPOSALS

The HHSa will assemble an Evaluation Team to evaluate each proposal. The team will consist of the HHSa Program Manager and other integral HHSa and County staff.

When the Evaluation Team opens each submission, they will check for the presence or absence of the required contents and determine if the Proposer demonstrated the ability to meet the qualifications outlined in the required Proposal Contents. Each proposal will be evaluated, ranked, and scored using the evaluation table below, with 100-points being the maximum points possible.

To be considered for the Award, each proposal must include criteria from each Evaluation Criterion category in the table below. Some categories are weighted more than others,

but all categories are considered necessary for the proposal to be technically acceptable. The highest scoring participants may be set up for an interview.

EVALUATION CRITERION	PROPOSAL REFERENCES	MAXIMUM POINTS
Title Page	Page 6-7	5
Approach and Methodology	Page 7	20
Organization and Staffing Plan	Page 7	20
Experience and Qualifications	Page 7	40
Acceptance of the Terms and Conditions & Other Requirements	Page 8	5
Costs	Page 8	10

9. INTERVIEWS

The HHSA may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person, by phone, or video conference. If conducted in person, interviews will likely be held at the HHSA's offices in Willows, California. The HHSA will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The HHSA will notify eligible Proposers regarding interview arrangements.

10. RIGHTS

The HHSA reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar proposals in the future. This proposal is in no way an agreement, obligation, or contract and in no way is the HHSA or Glenn County responsible for the cost of preparing a proposal. One copy of each proposal will be retained by the HHSA for official files and will become a public record.

11. CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE. The HHSA will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise and regardless of any statement in the proposal (a) purporting to limit the HHSA's right to disclose information in the proposal, or (b) requiring the HHSA to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

12.ATTACHMENT 1

Proposed Agreement

**INDEPENDENT CONTRACTOR AGREEMENT
FISCAL YEARS 2021-2025**

This Independent Contractor Agreement (“Agreement”) is made and entered into this Date day, of Month Year, by and between Glenn County, a political subdivision of the State of California (“County”), and name of Contractor (“Contractor”).

RECITALS:

A. County has determined that it is desirable to retain Contractor for the purpose of meeting the activities and deliverables of the Tobacco Education Program; and

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a [sole proprietorship, partnership, limited liability company, limited liability partnership, or corporation], that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit “A”, which is attached hereto (attach Scope of Work as Exhibit A) and incorporated herein by this reference, to meet the activities and deliverables of the Tobacco Education Program (“Services”).

2. Term. Services under this Agreement shall commence on Date, and shall continue until Date, or until the Agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the hourly rate set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed written dollar amount dollars (\$xxxx.xx) per fiscal year.** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Contractor shall submit invoice(s) to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, or by e-mail to gchhsaccounts payable@Countyofglenn.net within 15 days after completion of the services rendered during the preceding month as described in Exhibit A. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The final invoice of each fiscal year must be received no later than July 10th of each fiscal year. The County shall pay invoices that
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are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Glenn County
Health and Human Services Agency
Attn: Administration
P.O. Box 611
Willows, California 95988
Telephone: (530) 934-6638
Email: admin@Countyofglenn.net

If to Contractor:

Contractor Name
Address
City, State, Zip
Telephone:
Email:

Notice shall be deemed to be effective two days after mailing.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and sub-contractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and sub-contractors who might render services in connection with

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this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

7. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

8. Sub-contracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Contractor, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Contractor may retain copies for its files and internal use, however, Contractor shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its sub-contractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any sub-contractor, anyone directly or indirectly employed by them, or anyone that they control. To the extent there is an obligation to indemnify under this paragraph; Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness, or willful misconduct.

11. Insurance. 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 hereunder by the Contractor, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)

D. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 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 the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

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Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any sub-contractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor

from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its contractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all sub-contractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-contractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Contractor may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County or Contractor.

16. Employment Practices. Contractor, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

19. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages.

A. 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 sub-contractors 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 sub-contractors 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

FY_Contractor_unit#_Description

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.

B. Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no Contractor or sub-contractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

C. Contractor acknowledges that no Contractor or sub-contractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

D. 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.

21. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written Agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

28. Counterparts/Electronic, Facsimile, and PDF Signatures. 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 of 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 included in this Agreement 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. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. 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. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

29. Confidentiality/Privacy.

Personally Identifiable Information (“PII”) is defined as an individual’s first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal, medical and financial records, educational transcripts, etc.

A. To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII,
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CONTRACTOR/CONTRACTOR NAME

By: _____
Name, Owner

Date

COUNTY OF GLENN:

By: _____
Scott H. De Moss, County Administrative Officer
County of Glenn, California

Date

COUNTY OF GLENN:

By: _____
Christine Zoppi, Director
Health and Human Services Agency

Date

APPROVED AS TO FORM:

Name/Title
County Counsel, Glenn County

Health and Human Services Agency:

- Approved by Deputy Director of Administration _____
- Approved by Fiscal Manager _____
- Approved by Public Health Program Manager II _____

Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Business Associates Agreement
- Exhibit D – Tobacco Education Plan Evaluator Scope of Services
- Exhibit E – Tobacco Education Plan Contractor Deliverables

Exhibit A

SCOPE OF WORK

During the term of this Agreement, both Contractor and County shall:

1. Immediately notify each other of any intelligence or findings that will impact the success of the project so that rapid action can be considered.
2. Collaborate together as needed to complete all Activities as outlined in the Tobacco Education Plan Evaluator Scope of Services, which is attached hereto as Exhibit D.

During the term of this Agreement, Contractor shall:

1. Comply with, and complete all activities and meet start and completion dates as outlined in Exhibit D – Tobacco Education Plan Evaluator Scope of Services.
2. Comply with Exhibit E – Tobacco Education Plan Contractor Deliverables.
3. Communicate with County staff as needed, including, but not limited to, email and phone communication, virtual and/or in-person meetings.
4. Provide their own staff and office location, supplies, equipment and tools.

During the term of this Agreement, County shall:

1. 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.
2. Add Contractor as an “Applicant” to the Online Tobacco Information System (OTIS) to allow the Contractor access to the County’s 2014-2017, 2017-2021, and 2021-2025 plan periods.

FEE SCHEDULE

1. County shall reimburse Contactor hourly for services as described in Exhibit A – Scope of Work, Exhibit D – Tobacco Education Plan Evaluator Scope of Services, and Exhibit E – Tobacco Education Plan Contractor Deliverables at a rate of **written dollar amount** dollars (\$xxx) per hour.
2. Contractor travel reimbursement (mileage, lodging, meals & incidentals) shall be compensated per California Department of Human Resources yearly per diem rates and allowances. Rates and allowances can be found at link below. <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

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Exhibit C

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the contractor.]

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

1. **Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
2. **Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.

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3. **Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.
5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.
6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.
7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.

9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.
10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.
 - a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and (2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.
 - b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.
 - c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.
11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.
12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.
15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

TERMINATION

16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.
17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.
18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.

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19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.
- a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.
 - b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

AMENDMENT

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County:
Health and Human Services Agency

Business Associate:
Contractor

Signature: _____

Signature: _____

Print Name: Christine Zoppi

Print Name:

Title: Director
Date: _____

Title: _____
Date: _____

The wording of this attachment,
unless modified, is approved by
Tami Hanni
HIPAA Privacy and Security Officer
Glenn County

Revision #4, December 17, 2009

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Exhibit D - REVISED

**Tobacco Education Plan Evaluator
Scope of Services**

Local Program Evaluator

Responses may include all or part of the services described below. Cost proposals and proposal responses should itemize services and costs, so bids may be properly evaluated and compared.

Activity 1-E-1	Education/Participant Survey
Evaluation Activity:	To inform staff and trainers about how to improve future trainings, a post-training assessment will be administered to participants of 3-5 total trainings (e.g., ECTC talking points, tobacco products, current and emerging tobacco-related issues, health equities, tobacco industry tactics, etc.). Using a pen and paper or online survey developed in consultation with the Tobacco Control Evaluation Center (TCEC), a census of 8-12 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. The instrument will consist of 8-12 open- and closed-ended questions in English and take approximately 1-2 minutes to complete. Data will be analyzed using descriptive statistics and content analysis and results will be shared with participants, trainers, and staff to improve future trainings and determine other training, education, or service needs.
Begin/End Periods - Wave 1:	07/22-12/22 to 07/24-12/24
Activity 1-E-2	Key Informant Interview
Evaluation Activity:	To inform project staff about the background, goals, and directions of the 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 TCEC then pilot test and revise as needed. Conduct 4-6 interviews with purposively selected informants via telephone and/or in-person to determine effective approaches/tactics, identify points of view, and anticipate facilitators and barriers to adopting and implementing policies to prohibit tobacco use in outdoor public places and sales of flavored tobacco products. Each interview will be approximately 20-30 minutes in length. Qualitative analysis of interview results will be used to summarize and report interview findings. Findings will be shared with data sources, staff and coalition members, incorporated into the Midwest Academy Strategizing and used to determine what the project will need to influence policymakers to adopt a legislated policy. Project staff will collect the data so no data collection training will be necessary.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/22-06/22
Activity 1-E-3	Policy Record
Evaluation Activity:	To inform staff about policymaker support/opposition, key issues raised by policymakers and staff, and other insights from public policy meetings about tobacco-related issues (i.e., tobacco litter in outdoor public places and flavored tobacco products), complete a comprehensive policy record review for each target jurisdiction via official policy records, e.g., policy maker agendas, meeting minutes, staff presentations, testimony and policies enacted, if any. Policy record research will include investigation for Purchase, Use and Possession (PUP) provisions and inequities in existing tobacco control laws in the target jurisdiction. Policy record reviews will begin within the first six months during the period the project is engaged in the target jurisdiction to inform the Midwest Academy Strategizing, 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.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/25-06/25

Activity 1-E-4	Public Intercept Survey / Opinion Poll
Evaluation Activity:	To improve understanding of community knowledge, attitudes, and perceptions of ending commercial tobacco, a public opinion survey will be conducted with a minimum of 50-70 community residents age 18 and older in the intervention jurisdiction. A convenience sample of the general public will be surveyed at a variety of locations (e.g., health fairs, farmers markets, parks and/or outdoor venues) via pen and paper and/or online using a mobile device or online survey. Develop a survey and protocol using a minimum set of required questions from TCEC then pilot test 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. Data collection training will be provided to 10-20 data collectors from among youth and adult coalition members, who will be surveyed before and after the training to assess their preparedness.
Begin/End Periods - Wave 1:	07/22-12/22 to 07/22-12/22
Activity 1-E-5	Other
Evaluation Activity:	To inform the projects development of an educational material(s), conduct consumer testing to assess the appropriateness and appeal of the content, logic, wording, design and/or takeaway message of the material/ instrument (e.g., fact sheet) for policymakers and key stakeholders. Using guidelines from the Tobacco Education Clearinghouse of California (TECC), develop the testing instrument and protocol and revise as needed for field use. Conduct 1-2 consumer testing processes: e.g., key informant interviews/one intercept or online survey with 6-8 people, e.g., former policy makers, community influencers and other stakeholders, 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.
Begin/End Periods - Wave 1:	01/23-06/23 to 01/23-06/23
Activity 1-E-9	Other
Evaluation Activity:	To give voice to rural youth coalition members, conduct a Photovoice project that informs policymakers, staff, coalition, tobacco retail store owners, and the general public about the problem with flavored tobacco products and tobacco litter in the parks. One wave each of two different PhotoVoice projects will be conducted: one on Flavored Tobacco Products (Fall 2022) and one on Tobacco Litter in the Parks (Fall 2024). A comprehensive plan outlining the purpose, focus and content of each session will be adapted from one previously used by project staff. Content will include trust-building and group dynamics exercises, critical thinking skill building, providing constructive criticism, taking and assessing quality photos, storytelling/captioning, event planning, public speaking, advocacy. Each 30-45 minute session will be led by project staff. A purposive sample of 5-10 participants from the Willows and Hamilton City communities will be recruited to attend 3-4 meetings over a period of 8-12 weeks for goal setting, training, group interpretation of pictures and findings, development of the Photovoice exhibit, and facilitated discussion of next steps. A photo exhibit will be presented to community members and policymakers to demonstrate the problem and impact of flavored tobacco products and tobacco litter in the parks through a visual community lens. With photographer permission, photos may be incorporated into additional presentations, fact sheets, summary reports, media releases, etc. Lessons learned will be used to inform next steps regarding community education and community readiness for proposing a flavored tobacco products ban and/or a smoke-free parks policy. Evaluation measures will be built into each session and will include a group discussion. A post-training assessment will be used to measure motivations for participating, skill sets before and after involvement, value derived from taking part, and feedback for improvement of the Photovoice project.
Begin/End Periods - Wave 1:	07/22-12/22 to 07/24-12/24
Data Collection Training:	No

Activity 1-E-7	Observation Data
Evaluation Activity:	For the statewide End Commercial Tobacco Campaign, conduct two waves (in Spring 2022, Spring 2024) of observations in select outdoor public places and tobacco retailers in unincorporated area of Glenn County. 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, project staff, key coalition members, other stakeholders, and policymakers and used to inform next steps and improve interventions. Guidance for selecting communities sample sizes will be provided. Data collection training will be provided to 4-8 youth and young adult data collectors, who will be surveyed before and after the training to assess their preparedness.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/22-06/22
Begin/End Periods - Wave 2:	01/24-06/24 to 01/24-06/24
Activity 1-E-8	Final Evaluation Report
Data Analysis Plan:	To document the projects organizational history, learn from past efforts, and share strategies with other projects, complete one final evaluation report (FER) using the Tell Your Story reporting guidelines from TCEC. The FER 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 will be used 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.
Methods to Disseminate Findings:	Presentations Website Other
Other Dissemination Methods:	The LLA will disseminate the findings through a variety of venues such as Partners, the LLAs website, adult and youth coalition meetings, LLA Leadership, and presentations to public health partners (e.g., Oral Health) and posted on the coalitions website.
Study Limitations or Challenges:	The primary limitation of this evaluation design is that events besides the planned intervention activities might influence the impact of policy implementation. Other limitations include: 1) access to decision makers to complete formative assessments of their knowledge, and 2) access to and coordination with youth and adult volunteers to help collect data for the observation and public opinion surveys.
Activity Start Date Period:	01/25-06/25
Activity Completion Date Period:	01/25-06/25
Activity 2-E-1	Education/Participant Survey
Evaluation Activity:	To inform staff and trainers about how to improve future trainings, a post-training assessment will be administered to participants of 3-4 total trainings (e.g., spokesperson, how to present online/in-person, Tobacco 101, social media engagement). Using a pen to paper or online survey developed in consultation with the Tobacco Control Evaluation Center (TCEC), a census of 5-8 participants at each training will be surveyed to understand training feedback, changes in knowledge, comfort, confidence, preparation, and intent to engage in tobacco prevention activities. The instrument will consist of 8-12 open- and closed-ended questions in English and take approximately 1-2 minutes to complete. Data will be analyzed using descriptive statistics and content analysis. Results will be shared with participants, trainers, and staff to improve future trainings and determine other training, education, or service needs.
Begin/End Periods - Wave 1:	07/22-12/22 to 07/24-12/24

Activity 2-E-2	Education/Participant Survey
Evaluation Activity:	To inform staff and coalition members about how to improve coalition functioning, satisfaction, and diversity, an online survey developed in consultation with TCEC will be utilized. The survey link will be sent to a census of youth coalition members annually in May. The instrument will consist of 20-30 open- and closed-ended questions in English and take approximately 3-5 minutes to complete. Data will be analyzed using descriptive statistics and content analysis and results will be shared with youth 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.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/22-06/22
Begin/End Periods - Wave 2:	01/23-06/23 to 01/23-06/23
Begin/End Periods - Wave 3:	01/24-06/24 to 01/24-06/24
Begin/End Periods - Wave 4:	01/25-06/25 to 01/25-06/25
Activity 2-E-3	Other
Evaluation Activity:	Develop a youth 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 youth coalition members will have to participate in various activities (e.g., data collection activities, trainings, meetings). 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), 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, participated in social media planning, etc.). An analysis and report of youth participation will be provided annually. In addition, results from all waves will be compared to determine if/how participation has changed over time.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/22-06/22
Begin/End Periods - Wave 2:	07/22-12/22 to 01/23-06/23
Begin/End Periods - Wave 3:	07/23-12/23 to 01/24-06/24
Begin/End Periods - Wave 4:	07/24-12/24 to 01/25-06/25
Activity 2-E-5	Other
Evaluation Activity:	To inform the projects development of an educational material(s), conduct consumer testing to assess the appropriateness and appeal of the content, logic, wording, design and/or takeaway message of the material/ instrument (e.g., recruitment materials) for prospective youth coalition members/partners. Using guidelines from the Tobacco Education Clearinghouse of California (TECC), develop the testing instrument and protocol and revise as needed for field use. Conduct one consumer testing process: e.g., key informant interviews, an intercept or online survey with 5-8 youth 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.
Begin/End Periods - Wave 1:	01/23-06/23 to 01/23-06/23

Activity 2-E-4	Final Evaluation Report
Data Analysis Plan:	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 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 will be used 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.
Methods to Disseminate Findings:	Presentations Website Other
Other Dissemination Methods:	The LLA will disseminate the findings through a variety of venues such as Partners, the LLAs website, adult and youth coalition meetings, LLA Leadership, and presentations to public health partners (e.g., Oral Health) and posted on the coalitions website.
Study Limitations or Challenges:	The primary limitation of this evaluation design is that events besides the planned intervention activities might influence the level of community engagement. Another limitation is the potential for low response to the training/coalition surveys and/or participants may not respond to open ended questions intended to identify common themes.
Activity Completion Date Period:	01/25-06/25
Activity 3-E-1	Education/Participant Survey
Evaluation Activity:	To inform staff and trainers about how to improve future trainings, a post-training assessment will be administered to participants of 3-5 total trainings (e.g., spokesperson, elevator pitches, letters to the editor). Using a pen and paper or online survey developed in consultation with the Tobacco Control Evaluation Center (TCEC), a census of 8-12 participants at each training will be surveyed to understand training feedback, changes in knowledge, comfort, confidence, preparation, and intent to engage in tobacco prevention activities. The instrument will consist of 8-12 open- and closed-ended questions in English and take approximately 1-2 minutes to complete. Data will be analyzed using descriptive statistics and content analysis and results will be shared with participants, trainers, and staff to improve future trainings and determine other training, education, or service needs.
Begin/End Periods - Wave 1:	07/22-12/22 to 07/24-12/24
Activity 3-E-2	Education/Participant Survey
Evaluation Activity:	To inform staff and coalition members about how to improve coalition functioning, satisfaction, and diversity, an online survey originally developed by TCEC in consultation with statewide grantees will be utilized. The instrument will consist of 20-30 open and closed-ended questions and take 5-8 minutes to complete. The survey link will be sent to a census of adult coalition members annually in May. Data will be analyzed using descriptive statistics and content analysis and results will be shared with adult 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. Note: questions regarding diversity based on CTCP testing and feedback from projects will be added when available.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/22-06/22
Begin/End Periods - Wave 2:	01/23-06/23 to 01/23-06/23
Begin/End Periods - Wave 3:	01/24-06/24 to 01/24-06/24
Begin/End Periods - Wave 4:	01/25-06/25 to 01/25-06/25

Activity 3-E-3	Other
Evaluation Activity:	To inform the projects development of an educational material(s), conduct consumer testing to assess the appropriateness and appeal of the content, logic, wording, design and/or takeaway message of the material/ instrument (e.g., recruitment materials) for prospective adult coalition members/partners. Using guidelines from the Tobacco Education Clearinghouse of California (TECC), develop the testing instrument and protocol and revise as needed for field use. Conduct one consumer testing process: e.g., key informant interviews, an intercept or online survey with 5-8 people members of the public 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.
Begin/End Periods - Wave 1:	01/23-06/23 to 01/23-06/23
Activity 3-E-4	Other
Evaluation Activity:	Develop an adult 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 adult coalition members will have to participate in various activities (e.g., meetings, subcommittee meetings, trainings, data collection, presentations to policymakers, educational visits, etc.). 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), 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.). An analysis and report of adult/organizational participation will be provided annually. In addition, results from all waves will be compared to determine if/how participation has changed over time.
Begin/End Periods - Wave 1:	01/22-06/22 to 01/22-06/22
Begin/End Periods - Wave 2:	07/22-12/22 to 01/23-06/23
Begin/End Periods - Wave 3:	07/23-12/23 to 01/24-06/24
Begin/End Periods - Wave 4:	07/24-12/24 to 01/25-06/25
Activity 3-E-5	Final Evaluation Report
Data Analysis Plan:	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 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 will be used 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.
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Other Dissemination Methods:	The LLA will disseminate the findings through a variety of venues such as Partners, the LLAs website, adult and youth coalition meetings, LLA Leadership, and presentations to public health partners (e.g., Oral Health) and posted on the coalitions website.
Study Limitations or Challenges:	The primary limitation of this evaluation design is that events besides the planned intervention activities might influence the level of community engagement. Another limitation is the potential for low response to the training/coalition surveys and/or participants may not respond to open ended questions intended to identify common themes.
Activity Start Date Period:	01/25-06/25
Activity Completion Date Period:	01/25-06/25

Exhibit E

**Tobacco Education Plan
Contractor Deliverables**

TO BE ADDED UPON CONCLUSION OF THE REQUEST FOR PROPOSAL

DRAFT

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