

A G R E E M E N T

THIS AGREEMENT is made and entered into this 11th day of December, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and NMK Research and Consulting, a California Sole Proprietor, whose address is 316 Alta Vista Drive, Santa Cruz, California, 95060, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY, through its Department of Public Health, is in need of a qualified vendor to provide comprehensive public health program evaluation services for its local tobacco prevention program; and

WHEREAS, the COUNTY has issued Request for Proposals (RFP) No. 18-057 dated June 20, 2018 and Addendum No. One (1) to COUNTY's RFP No. 18-057 dated July 16, 2018, collectively referred to herein as COUNTY's Revised RFP, for the above stated evaluation services, which are on file and incorporated herein by this reference and made part of this agreement; and

WHEREAS, the CONTRACTOR submitted a Proposal in response to the Revised RFP, which is on file and incorporated herein by this reference and made part of this agreement; and

WHEREAS, the COUNTY has evaluated the CONTRACTOR's Proposal in response to the Revised RFP and has determined the CONTRACTOR to be a responsive, responsible bidder whose Proposal meets the COUNTY's needs.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Revised RFP No. 18-057 dated June 20, 2018, and CONTRACTOR's response to said Revised RFP No. 18-057 dated July 20, 2018, and as described in Exhibit A "Evaluator Scope of Work", attached hereto and all incorporated herein by this reference, for the duration of this Agreement.

B. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including all

Exhibits, but excluding RFP No. 18-057 and the CONTRACTOR's Response to RFP No. 18-057; 2) to the Revised RFP No. 18-057; and 3) to CONTRACTORS' response to Revised RFP No. 18-057. A copy of COUNTY's Revised RFP No. 18-057 and CONTRACTOR's response thereto shall be retained and made available during the term of this Agreement by COUNTY's Department of Public Health Contracts Division.

2. TERM

The term of this Agreement shall commence upon execution and terminate on June 30, 2021, inclusive. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Director or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

3. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of thirty (30) days advance
3 written notice of an intention to terminate to CONTRACTOR.

4 4. COMPENSATION/INVOICING:

5 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
6 compensation as described in Exhibit B. CONTRACTOR shall invoice COUNTY monthly, by the thirtieth
7 (30th) day of each month for the prior month's expenditures, addressed to the County of Fresno Department
8 of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: OFFICE OF HEALTH POLICY &
9 WELLNESS Staff Analyst. Invoices shall detail line items as specified in Exhibit B, including original budget
10 amount(s), current month's expenses, year-to-date expenses, and budget balances. In addition,
11 CONTRACTOR invoices shall include all relevant supporting documentation including but not limited to
12 copies of original statements, program expense receipts, payroll records and mileage claims.

13 B. In no event shall services performed under this Agreement be in excess of One
14 Hundred Thirty-Nine Thousand Eight Hundred Eighty-Two Dollars and No/100 (\$139,882.00) during the
15 period of December 11, 2018 through and including June 30, 2021. In no event shall services performed
16 under this Agreement be in excess of Fifty Thousand Dollars and No/100 (\$50,000.00) during each of the
17 two (2) possible one (1) year extensions. It is understood that all expenses incidental to CONTRACTOR'S
18 performance of services under this Agreement shall be borne by CONTRACTOR.

19 C. Payments by COUNTY shall be in arrears, for services provided during the preceding
20 month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by COUNTY's
21 Department of Public Health. If CONTRACTOR should fail to comply with any provision of this Agreement,
22 COUNTY shall be relieved of its obligation for further compensation.

23 D. CONTRACTOR shall be held financially liable for any and all future
24 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit
25 process. At COUNTY'S election, the disallowed amount will be remitted within forty-five (45) days to
26 COUTNY upon notification or shall be withheld from subsequent payments to CONTRACTOR.

27 5. INDEPENDENT CONTRACTOR:

28 In performance of the work, duties and obligations assumed by CONTRACTOR under this

1 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
2 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
3 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
4 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
5 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
6 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
7 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

8 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
9 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

10 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right
11 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
12 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
13 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
14 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
15 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
16 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

17 6. MODIFICATION:

18 Any matters of this Agreement may be modified from time to time by the written consent of all the
19 parties without, in any way, affecting the remainder.

20 Notwithstanding the above, changes to line items in Exhibit B that do not exceed ten percent (10%)
21 of the maximum compensation payable to the CONTRACTOR may be made with the written approval of
22 COUNTY's Department Director or his or her designee. Said budget line item changes shall not result in
23 any change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

24 7. NON-ASSIGNMENT:

25 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under
26 this Agreement without the prior written consent of the other party.

27 8. HOLD HARMLESS:

28 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request, defend the

COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

9. INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

1 E. Additional Requirements Relating to Insurance

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
3 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
4 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
5 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
6 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
7 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
8 a minimum of thirty (30) days advance written notice given to COUNTY.

9 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
10 employees any amounts paid by the policy of worker's compensation insurance required by this
11 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
12 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
13 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

14 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
17 11867, Fresno, CA 93775, Attention: Contracts Section, stating that such insurance coverage have been
18 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
19 responsible for any premiums on the policies; that for such worker's compensation insurance the
20 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
21 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
22 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
23 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
24 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
25 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
26 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this
27 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
28 given to COUNTY.

1 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
2 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
3 Agreement upon the occurrence of such event.

4 All policies shall be issued by admitted insurers licensed to do business in the State of California.
5 Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or
6 better.

7 10. AUDITS AND INSPECTIONS:

8 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY may
9 deem necessary, make available to the COUNTY for examination all of its records and data with respect to
10 the matters covered by this Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit
11 the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S
12 compliance with the terms of this Agreement.

13 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
14 the examination and audit of the Auditor General for a period of three (3) years after final payment under
15 contract (Government Code Section 8546.7).

16 11. CONFIDENTIALITY:

17 All services performed by CONTRACTOR under this Agreement shall be in strict conformance with
18 all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

19 12. NON-DISCRIMINATION:

20 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate
21 against any employee or applicant for employment, or recipient of services, because of race, religious
22 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic
23 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military
24 status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

25 13. NOTICES: The persons and their addresses having authority to give and receive notices
26 under this Agreement include the following:

27 COUNTY
28 COUNTY OF FRESNO
Director, Department of Public Health

CONTRACTOR
NMK Research and Consulting
Evaluation Consultant, Natasha Kowalski

1 P.O. Box 11867

316 Alta Vista Drive

2 Fresno, California 93775

Santa Cruz, California 95060

3 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
4 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
5 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
6 personal service is effective upon service to the recipient. A notice delivered by first-class United States
7 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
8 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
9 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
10 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
11 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
12 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
13 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
14 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
15 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
16 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
17 beginning with section 810).

18 14. GOVERNING LAW:

19 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
20 California.

21 The rights and obligations of the parties and all interpretation and performance of this Agreement
22 shall be governed in all respects by the laws of the State of California.

23 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

24 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
25 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
26 to operate as a corporation.

27 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions
28 that they are a party to while CONTRACTOR is providing goods or performing services under this

1 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
2 and in which one or more of its directors has a material financial interest. Members of the Board of
3 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
4 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by
5 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
6 immediately thereafter.

7 16. RECORDS:

8 Financial and statistical data shall be kept and reports made as required by the COUNTY's
9 Department of Public Health Director and the State. All such records shall be available for inspection by
10 the designated Auditors of COUNTY or State at reasonable times during normal business hours. All
11 such records shall be maintained through the end of this Agreement. All records shall be considered
12 property of COUNTY and shall be retained by COUNTY at the termination or expiration of this
13 Agreement.

14 17. REPORTS:

15 CONTRACTOR shall also furnish to COUNTY such statements, records, reports, data, and other
16 information as COUNTY may reasonably request pertaining to matters covered by this Agreement. In the
17 event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall be
18 deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In addition,
19 CONTRACTOR shall provide written notification and explanation to COUNTY within five (5) days of any
20 funds received from another source to conduct the same services covered by this Agreement.

21 18. COMPLIANCE WITH STATE REQUIREMENTS:

22 CONTRACTOR recognizes that COUNTY operates its tobacco prevention program under an
23 agreement with the State of California Department of Public Health and that under said agreement the
24 State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere to
25 all State requirements, including those identified in Exhibit D, attached hereto and by this reference
26 incorporated herein and made part of this Agreement. It is understood that Exhibit D also grants the
27 COUNTY certain rights, which are reserved to the State; such rights are fully described therein.

28 19. SEVERABILITY:

1 The positions of this Agreement are severable. The invalidity or unenforceability of any one
2 provision in the Agreement shall not affect the other provisions.

3 20. ENTIRE AGREEMENT:

4 This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY with
5 respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
6 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless
7 expressly included in this Agreement.

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1 IN WITNESS WHEREOF, he parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **CONTRACTOR:**
4 NMK Research and Consulting

COUNTY OF FRESNO:

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6 _____
7 (Authorized Signature)



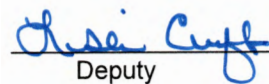
Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

8 _____
9 Natasha Kowalski
Print Name & Title

10 _____
11 Natasha Kowalski, MPH Evaluator

12 316 Alta Vista Drive
13 Santa Cruz, California 95060
14 _____
15 Mailing Address

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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By: 

Deputy

FOR ACCOUNTING USE ONLY:

ORG No.: 56201552
Account No.: 7295
Requisition No.:

Evaluation Activity	Description	Timeline	Responsible Party	Deliverables
2-E-1 Education/ Participant Survey	Fresno County Tobacco-Free Coalition members will be surveyed annually to identify which priority populations are represented, ask members to rate the diversity of the Coalition, measure members' level of participation in meetings and activities, and assess their satisfaction with the function of the coalition. The Evaluator and staff will review and update the previously used instrument called the Coalition Survey, which is based on the Tobacco Control Evaluation Center's (TCEC) sample survey. All Coalition members will be asked to complete the survey online (i.e., Survey Monkey or Survey Analytics), and 14 are expected to complete the survey. Additional surveys may be collected pen-to-paper at a Coalition meeting to increase the response rate, and the pen-to-paper surveys will be entered into Survey Monkey or Survey Analytics after the meeting. The results will be used to improve recruitment efforts, gauge diversity, and assess functioning of the Coalition. A limitation of the satisfaction survey is that current, active members tend to volunteer to participate in the survey. Though we will gain valuable feedback about how to maintain a healthy coalition and suggestions for recruiting new members, we may gain limited information from inactive and new members.	01/19-06/19 01/20-06/20 01/21-06/21	Evaluator Fresno County Department of Public Health (FCDPH)	Summary of Key Findings Copy of Survey Instrument
2-E-3 Final Evaluation Report	In the Brief Evaluation Report (BER), all data sources will be summarized following the guidelines specified by CTCP and will identify effective training strategies, barriers and challenges, and recommendations for other programs seeking to use CAM to build capacity of new partners. A content analysis will be conducted to analyze the key informant interviews, and resulting themes will identify the strengths, weaknesses, and impact of the intervention efforts. Descriptive statistics such as frequencies and percentages will be used to analyze the post-training surveys of the CAM trainings, the post training surveys of the Coalition trainings, and the annual Coalition Survey. The post-training surveys will determine the usefulness and effectiveness of the trainings and whether additional training is needed. The Coalition Survey will assess the functioning and diversity of the Coalition. A summary of the report will be submitted to ROVER and Partners, and will be shared with the Coalition and other programs who may want to tackle a similar objective.	01/21-06/21	Evaluator FCDPH	Brief Evaluation Report
2-E-4 Education/ Participant Survey	After each of the six Community Action Model (CAM) trainings, 3-6 participants will complete a retrospective post-training survey to assess their level of knowledge of the training topics including the CAM process. The surveys will be administered pen-to-paper and/or online, and a census sample will be used. The survey instrument will be	01/19-06/21	Evaluator FCDPH	Summary of Key Findings Survey Instrument

	developed based on any existing materials from other programs and TCEC. The questions will ask participants to rate their knowledge and skill levels before and after the training, and to identify any additional training needs. After the final CAM training, survey questions will also ask participants to rate their ability to advocate for positive change in their community. The survey results will be analyzed using descriptive statistics such as percentages and frequencies. The results will be used to address gaps in knowledge and to improve future trainings. A limitation might be that participants want to please the training leader and may give a more favorable rating as a result			
2-E-6 Key Informant Interview	Key informant interviews will be conducted with the staff and volunteers from the funded projects to identify strengths, weaknesses, and impact of the CAM process. A total of 6-8 interviews (20-30 minutes long) will be conducted over the phone. The Evaluator will contact other programs working on similar issues (City and County of San Francisco) and TCEC to obtain any existing interview questions. Based on any existing materials, interview questions will be developed to: (1) obtain feedback on the RFP application process and the training and technical assistance received, (2) discover how the funded projects addressed tobacco issues and health inequities in their community and whether they felt they made an impact, and (3) gather suggestions for improvement. A content analysis will be used to summarize points of view and common themes. Resulting themes will be used to improve intervention strategies, inform the evaluation summary, and provide recommendations for future campaign strategies	07/19-12/20	Evaluator FCDPH	Interview Questions Summary of Key Findings
2-E-7 Education/ Participant Survey	After each of the trainings to build the capacity of Coalition members, 6-10 participants will complete a post-training survey to assess their level of knowledge of the training topics and their capacity to strengthen local control efforts. The surveys will be administered pen-to-paper, and a census sample will be used. The survey instrument will be developed based on any existing materials from other programs and TCEC. The survey results will be analyzed using descriptive statistics such as percentages and frequencies. The results will be used to address gaps in knowledge and to improve future trainings.	07/17-06/21	Evaluator FCDPH	Summary of Key Findings Survey Instrument
3-E-1 Public Policy Record	A public policy meeting observation form will be developed to document policymaker support/opposition, key issues raised by policymakers and staff, and other insights from public policy meetings. TPP staff will observe and record this information during any public policy meetings where the policy is discussed. In addition, official policy records such as city council agendas, meeting minutes, presentations, testimony, and policies enacted will be collected and coded to track: (1)	07/17-06/21	Evaluator FCDPH	Public Policy Meeting Observation Form Summary Report of Key Findings

	support/opposition; (2) key issues that surface during the intervention that could help shape changes to the intervention plan during the process; (3) the policy adoption process so that it can be described in the brief evaluation report (BER); and (4) to confirm adoption of a policy that meets the objective for this project. Documentation of the signed policy will also be included.			Updated Policy
3-E-2 Media Activity Record	Tobacco Prevention Program (TPP) staff will track and review earned media placement through online news, area and local radio, area and local television, and/or hard-copy community newspapers, including details of media placement, data, and coverage. A content analysis will be conducted to evaluate the earned media pieces' effectiveness at delivering/disseminating the message, their accuracy and neutrality of facts, and to gauge the level of public support for campaign strategies. Using CTCP's paid media tracking form, paid media will be similarly tracked to determine coverage and placement.	07/17-06/21	Evaluator FCDPH	Earned Media Tracking Form Paid Media Tracking Form
3-E-5 Key Informant Interview	In the third and fourth year, 1-2 key informant interviews will be conducted in each of the jurisdictions that adopted a policy for a total of 8-12 interviews (15-30 minutes long). The interviews will identify factors that have facilitated or impeded policy adoption and ways to improve intervention strategies. Interviews will be conducted over the phone and/or face-to-face. Interviewees may include elected officials, their staff, members of the business community (e.g., Chamber of Commerce, individual retailers), and/or other leaders in the community. The Evaluator will contact other programs working on similar issues and the Tobacco Control Evaluation Center (TCEC) to obtain any existing interview questions. Based on any existing materials, interview questions will be developed to identify community champions and barriers, key factors for supporting or opposing policy adoption, and successes and lessons learned. A content analysis will be used to summarize points of view and common themes. Resulting themes will inform the evaluation summary and provide recommendations for future campaign strategies.		Evaluator FCDPH	Interview Questions Summary of Key Findings
3-E-6 Final Evaluation Report	In the BER, all data sources will be summarized and will discuss which intervention strategies were successful and why, challenges faced and how they were addressed, and recommendations for future efforts. A content analysis will be used to analyze the policy records, media tracking forms, and key informant interviews. For the interviews and policy records, common themes such as the level of support for policy change and barriers to policy adoption and implementation will be identified and summarized. The media tracking forms will help determine the extent of news and media coverage and assess whether public sentiment is leaning positively or negatively towards new and	01/21-06/21	Evaluator FCDPH	Brief Evaluation Report

	emerging tobacco product issues. Finally, new materials will be consumer tested with members of the target audience, and results will be used to improve the materials.			
3-E-7 Consumer Testing	Conduct consumer testing to assess feedback on the look, feel, content, language, approach, and action steps in the newly developed educational materials for community members (3-3-1). Develop the consumer testing instrument using guidelines from TECC and/or adapt any existing samples from other project directors. To assess the appropriateness of the educational materials for the general public, TPP staff will conduct a public intercept survey with 10-15 community members and will use a convenience sample. For materials for policymakers (3-3-1), a review committee will assess feedback on the look, feel, content, language, approach, and action steps in the newly developed fact sheets and educational packets. The committee will consist of 2-3 members of the senior administration of Fresno County who understand the perspective of elected officials and their staff. Based on participant responses, materials will be revised, and changes will be tracked.	01/18-12/18	Evaluator FCDPH	Consumer Testing Instrument Log of Revisions
4-E-1 Public Policy Record	A public policy meeting observation form will be developed to document policymaker support/opposition, key issues raised by policymakers and staff, and other insights from public policy meetings. TPP staff will observe and record this information during the meetings. In addition, official policy records such as city council agendas, meeting minutes, presentations, testimony, and policies enacted will be collected and coded to track: (1) support/opposition; (2) key issues that surface during the intervention, that could help shape changes to the intervention plan during the process; (3) the policy adoption process so that it can be described in the final evaluation report (FER); and (4) confirmation of adoption of a policy that meets the objective for this project. Documentation of the signed policy will also be included.	07/17-06/21	Evaluator FCDPH	Public Policy Meeting Observation Form Signed Policy Summary Report of Key Findings
4-E-2 Consumer Testing	Conduct consumer testing to assess feedback on the look, feel, content, language, approach, and action steps in the two fact sheets for participants of the educational presentations. Develop the consumer testing instrument using guidelines from the TECC and/or adapt any existing samples from other project directors. Two public intercept surveys will be conducted, one for each fact sheet. Each survey will use a convenience sample and will include 10-15 community members. Based on participant responses, materials will be revised, and changes will be tracked.	01/19-12/19	Evaluator FCDPH	Consumer Testing Instrument Log of Revisions

4-E-4 Public Intercept Survey/Opinion Poll	<p>A public intercept survey will be conducted to assess whether community members in the targeted jurisdiction are concerned about the location and number of tobacco retailers, their level of support for the proposed policy, and key demographic characteristics of the respondents. Only residents of the targeted community will be eligible to complete the survey, and 139-185 surveys will be collected at community events, shopping centers, and/or other sites within the targeted jurisdiction. Using existing survey instruments collected from TCEC and from other programs addressing this issue, a survey instrument will be developed. Using a convenience sampling method, surveys will be administered online and through face-to-face interactions. The Evaluator will conduct the data analysis utilizing frequencies and percentages to document support for policy strategies, beliefs regarding proximity and density issues, and demographic information. These results will guide educational efforts and will be shared with community partners, policy makers, and the general public.</p>	01/18-06/19	External Evaluator FCDPH Density/Proximity Subcontractor	Summary Report of Key Findings Survey Instrument
4-E-5 Final Evaluation Report	<p>In the FER, all data sources will be summarized and will discuss which intervention strategies were successful and why, challenges faced and how they were addressed, and recommendations for future efforts. Both public intercept surveys will be analyzed using descriptive statistics such as frequencies and percentages to guide campaign strategies and to educate policy makers, community partners, and the general public. A content analysis will be used to analyze the policy records, media tracking forms, and key informant interviews. For the interviews and policy records, common themes such as the level of support for policy change and barriers to policy adoption and implementation will be identified and summarized. The media tracking forms will help determine the extent of news and media coverage and assess whether public sentiment is leaning positively or negatively towards proximity issues. New materials will be consumer tested with members of the target audience, and results will be used to improve the materials. To assess outcome, maps will be developed to compare the number of retailers near schools before and after policy adoption.</p>		Evaluator FCDPH	Final Evaluation Report
4-E-6 Media Activity Record	<p>Using a tool developed by TCEC, TPP staff will track and record earned media placement through online news, social media websites and blogs, area and local radio, area and local television, hard-copy community newspapers and newsletters, including details of media placement, data, and coverage of density/proximity issues, the HSHC press event, and other related retail issues. Paid media will be similarly tracked. A media content analysis will be conducted to evaluate the earned media pieces' effectiveness at delivering/disseminating the message, their accuracy and neutrality of facts, and to gauge the level</p>	07/18-06/21	Evaluator FCDPH	HSHC Media Record (Earned Media) Media Tracking Form (Paid Media)

	of public support for HSHC campaign strategies including density/proximity strategies.			
4-E-7 Observation Data	Observation data will be collected in tobacco retail stores using electronic handheld devices, and an electronic survey instrument developed by CTCP. TPP staff will complete the core HSHC observation survey and may complete additional modules based on priorities and resources available. Completion of the core survey will take approximately 20 minutes. The number of stores to be surveyed (330 - 428) is based on cohort sample provided by CTCP. With technical assistance by TCEC as needed, TPP staff will review and perform initial cleaning of survey data. CTCP will coordinate remaining data cleaning and analysis and provide results to Local Lead Agencies (LLA) to support their HSHC intervention activities, Community of Excellence Needs Assessment and Media Release. Optional: More advanced analyses may be done by TPP (e.g., comparing results by store type or area demographics, looking at change over time, etc.) based on training provided via the HSHC Advanced Data Analysis Webinar. Provide stipends or gift cards for youth and adult volunteers who participate in local data collection effort including training and completion of data collection forms.	01/19-06/19	Coalition Members Density/Proximity Subcontractor Evaluator FCDPH Youth Volunteers	Cleaned Survey Result Store Observation Tracing List
4-E-9 Public Intercept Survey/Public Opinion Poll	Utilizing a survey instrument developed by TCEC, use electronic handheld devices to collect follow-up data of knowledge, attitudes, and perception of the community regarding the retail environment. The sample size will be 190-250 based on recommendations from the CTCP. Frequencies and percentages will be calculated to document support/opposition to policy strategies for the HSHC campaign, knowledge, and demographic information provided by survey participants. The results will be shared with project staff and Coalition members and help guide campaign interventions.	07/19-12/19	Evaluator FCDPH Density/Proximity Subcontractor	Summary of Results Survey Tool
4-E-10 Mapping	To assess outcome, the number of tobacco retailers near schools will be compared before and after policy adoption. Utilize local data from the HSHC campaign and/or the California Community Health Assessment tool in collaboration with County Epidemiology staff to develop detailed local maps, by jurisdiction, related to tobacco retail density and proximity to schools and parks, and by population and selected characteristics, such as income. The results will be shared with elected officials during presentations and in educational packets. Update maps at least twice over the course of the workplan.	01/18-06/21	Evaluator FCDPH	Developed Maps Report Summarizing Findings
4-E-11	Prior to policy adoption, TPP staff and/or Density/Proximity Subcontractor will conduct 5-8 key informant interviews (15-30 minutes	01/19-12/19	Density/Proximity Subcontractor	Interview Questions

Key Informant Interview	in length) about density/proximity issues with school staff and/or administration, the County Office of Education, parent groups, and other groups/agencies with close ties to the schools. Interview questions will be developed in consultation with TCEC and/or other programs working on similar issues. Questions will assess whether key decision makers connected to the school system are concerned about the tobacco retailers near their schools and whether they are interested in addressing the issue. Interviews will be conducted in a conversational tone and either face-to-face or over the phone. The Evaluator will create an interview protocol and will review the protocol with TPP staff/Subcontractor to ensure high quality data is collected. Qualitative analysis of interview results will be used to summarize and report interview findings. The results will help support and guide campaign interventions.		Evaluator FCDPH	Summary of Key Findings
5-E-1 Observation Survey	A pre-observation survey of smoking incidents and tobacco litter will be conducted at the eight targeted facilities (purposive sample) during the months prior to policy adoption. At each of these facilities that adopt a policy, a post-observation survey will be conducted during the months immediately following policy implementation. Results from the pre- and post-observations will be compared to assess any changes after policy adoption. Based on any existing instruments from other programs and TCEC, the Evaluator and TPP staff will develop an observation form and survey protocol. The form will include the name of the facility, the time and duration of the observation, the number of smokers, and evidence that smoking is occurring (i.e., butt litter, ashtrays, and smell). Descriptive statistics such as percentages and frequencies will be used to analyze the results, and pre- and post-surveys will be compared. Results will be shared with the facilities to improve implementation efforts and will inform the Final Evaluation Report (FER). A summary of key findings will be submitted in the fourth year.	07/18-06/21	Evaluator FCDPH	Summary of Key Findings Survey Instrument
5-E-3 Education/ Participant Survey	Following the completion of the cessation facilitator training program, participants will be surveyed to assess their knowledge about tobacco cessation and their readiness to implement the curriculum. The instrument will be based on the material from the curriculum as well as samples collected from other projects. A census sample will be used, and 10-20 participants will complete the survey either pen-to-paper and/or online. The survey results will be analyzed using descriptive statistics such as percentages and frequencies.	01/20 – 06/21	Evaluator FCDPH	Summary of Key Findings Survey Instrument
5-E-4 Key Informant Interview	To determine which intervention strategies were successful, TPP staff will conduct 6-8 post-intervention interviews with site administrators, supervisors, and/or key staff members of the targeted facilities. Questions will identify factors that facilitated or impeded policy	01/20-06/21	Evaluator FCDPH	Summary of Key Findings

	adoption and/or implementation, observed changes in the level of tobacco use, and the respondents' knowledge and beliefs. Interviews (15-30 minutes long) will be conducted face-to-face and/or over the phone, and a purposive sample will be used. Interview questions and protocol will be adapted from any existing materials from other programs and TCEC, and the Evaluator will review the protocol with TPP staff. A content analysis will be used to analyze the results, and the results will provide qualitative information for the FER.			Survey Instrument
5-E-6 Media Activity Record	TPP staff will monitor and track earned media placement through online news, area and local radio, area and local television, and/or hard-copy community newspapers, including details of media placement and coverage. Using the paid media tracking form, paid media will be similarly tracked. A content analysis will be conducted to evaluate the earned media pieces' effectiveness at delivering/disseminating the message, their accuracy and neutrality of facts, and to gauge the level of public support for campaign strategies. Review and update if necessary the media tracking tool that was used during the previous plan and was based on the Tobacco Control Evaluation Center's (TCEC) sample.	07/18-06/21	External Evaluator FCDPH	Earned Media Tracking Form Paid Media Tracking Form
5-E-8 Public Policy Record	Baseline data will be collected as part of activity 5-1-1 to establish any existing smoke-free policies. After policy adoption, TPP staff will collect written copies of the new smoke-free policies from each facility. The provisions of the adopted policy will be compared to the model policy and to the baseline data. A content analysis will be conducted to identify strengths and weakness of the adopted language. Results will help determine if the objective was met.	01/18-06/21	Evaluator FCDPH	Content Analysis Summary Directory From 5-1-1 Signed Policies
5-E-9 Data Analysis Plan	In the FER, all data sources will be summarized and will discuss which intervention strategies were successful and why, challenges faced and how they were addressed, and recommendations for future efforts. The post-training survey and observation surveys will be analyzed using descriptive statistics such as frequencies and percentages, and a content analysis will be used to analyze the policy records, media tracking forms, and key informant interviews. A comparison of the observation surveys will determine if the amount of smoking occurring at the targeted facilities changes after policy adoption. The post-training survey will determine the usefulness and effectiveness of the cessation facilitator trainings and whether additional training is needed. Pre-key informant interviews will help guide intervention strategies, and post-key informant interviews will help assess perceived barriers and benefits of policies after the intervention. The policy record review will identify strengths and weakness of the adopted language and whether the objective was met. Finally, the media tracking form will help	07/19-06/21	Evaluator FCDPH	Final Evaluation Report Interim Report

	determine the extent of news and media coverage and assess whether public sentiment is leaning positively or negatively towards SHS issues. An interim evaluation report will be written during the 7/19 to 12/19 progress report period.			
6-E-1 Focus Group	With assistance from TPP staff, the Smoke-free MUH Subcontractor will conduct 2 focus groups (1-1.5 hours in length) with residents of MUH complexes to discover how exposure to secondhand smoke (SHS) and thirdhand smoke has impacted their families. The results will help guide campaign strategies. Each focus group will include a purposive sample of 6-8 people, and at least one of the focus groups will recruit participants from housing complexes serving residents with low social economic status. The Evaluator and Project Director will develop a protocol and questions for the focus group based on any existing instruments and/or in consultation with Tobacco Control Evaluation Center (TCEC) and TECC. Each focus group will be audio-taped and transcribed, and an observer of the group will take notes of participant responses. A content analysis will be conducted to identify key themes. Results will be shared with elected officials and other community leaders and will help advance the objective by illustrating how SHS impacts families living in MUH. A possible challenge is recruiting residents to participate in the survey. To address this possible challenge, staff will work with MUH complexes where they have successfully conducted outreach and surveys in the past.	07/19-06/20	Evaluator FCDPH Smoke-free Multi-unit Housing Subcontractor	Focus Group Question Summary of Key Findings
6-E-2 Public Policy Record	A public policy meeting observation form will be developed to document policymaker support/opposition, key issues raised by policymakers and staff, and other insights from public policy meetings. TPP staff will observe and record this information during any public policy the meetings where the policy is discussed. In addition, official policy records such as city council agendas, meeting minutes, presentations, testimony, and policies enacted will be collected and coded to track: (1) support/opposition; (2) key issues that surface during the intervention that could help shape changes to the intervention plan during the process; (3) the policy adoption process so that it can be described in the brief evaluation report (BER); and (4) to confirm adoption of a policy that meets the objective for this project. Documentation of the signed policy will also be included.	07/19-06/21	Evaluator FCDPH	Public Policy Meeting Observation Form Signed Policy
6-E-3 Final Evaluation Report	In the BER, all data sources will be summarized following the guidelines specified by CTCP and will discuss which intervention strategies were successful and why, challenges faced and how they were addressed, and recommendations for future efforts. Descriptive statistics such as frequencies and percentages will be used to analyze the public intercept survey, and results will be shared with policy	01/21-06/21	Evaluator FCDPH Smoke-free Multi-unit	Brief Evaluation Report

	makers and other community leaders. A content analysis will be used to analyze the focus groups, earned and paid media tracking forms, and the public policy meeting observation form. The results from the focus groups will help advance the objective by illustrating to community leaders how SHS impacts families living in MUH. The results from the meeting observation form will help identify factors that facilitated or impeded policy adoption. The media tracking forms will help determine the extent of news and media coverage and assess whether public sentiment is leaning positively or negatively towards SHS and thirdhand smoke issues. A summary of the report will be submitted to Partners and shared with Fresno County Tobacco-Free Coalition members, community members, and other programs who may want to tackle a similar objective		Housing Subcontractor	
6-E-4 Media Activity Record	TPP staff will track and review earned media placement through online news, area and local radio, area and local television, and/or hard-copy community newspapers, including details of media placement, data, and coverage. A content analysis will be conducted to evaluate the earned media pieces' effectiveness at delivering/disseminating the message, their accuracy and neutrality of facts, and to gauge the level of public support for campaign strategies. Paid media will be similarly tracked using the paid media tracking form to determine coverage and placement.	01/18-06/21	Evaluator FCDPH	Earned Media Tracking Form Paid Media Tracking Form
6-E-5 Public Intercept Survey/Opinion Poll	To help support intervention efforts, a public intercept survey will be conducted with 140-190 MUH residents living in one of the targeted jurisdictions. A public intercept survey has already been completed in the City of Fowler, and an additional 15-20 surveys will be collected. Key questions will assess respondents' exposure to SHS in their homes, their level of support for policy change, and demographic characteristics. A screening question will ensure only MUH residents living in the targeted jurisdiction are surveyed. The instrument that was developed during the previous contract period will be updated and translated into Spanish. Using a convenience sample, surveys will be collected in English and Spanish at housing complexes, community events, shopping centers, and/or other sites within the targeted jurisdiction. The Evaluator will conduct the data analysis utilizing frequencies and percentages to document support for policy strategies. These results will guide educational efforts and will be shared with community partners, policy makers, and the general public.	07/19-06/21	Evaluator FCDPH Smoke-free Multi-unit Housing Subcontractor	Summary of Results Survey Tool

Administrative

Activity	Description	Timeline	Responsible Party	Deliverables
7.1.1	Meet or talk with TPP staff monthly and/or as needed to discuss contract activities.	Ongoing	Evaluator FCDPH	Meeting notes
7.1.2	Attend training sessions, conferences, conference calls, and webinars on specific content areas.	Ongoing	Evaluator FCDPH	Copies of training agendas
7.1.3	Work collaboratively with FCDPH and California Tobacco Control Program to develop the Evaluation Plan. Update as needed.	Ongoing	Evaluator FCDPH	Evaluation Plan and Plan Updates
7.1.4	Work collaboratively with Community Action Model Subcontractors in the implementation of the Evaluation Plan including phone calls, meetings with subcontractors for planning, training and direction of data collection activities by staff and volunteers.	Ongoing	Evaluator FCDPH Subcontractors	Meeting agendas, Developed materials
7.1.5	Collaborate in the development and refinement of at least three success stories that can be used for reports and public communication/media purposes.	Due to FCDPH 04/30/21	Evaluator FCDPH	Developed stories
7.1.6	Work with FCDPH to develop submit progress bi-annual and evaluation reports (including the Interim Evaluation Report for Objective 3) following guidelines from FCDPH. Collaborate with FCDPH in the development of report deliverables. Submit electronic documentation of deliverables.	Due to FCDPH 60 days before progress report is due Year 1 and 2 reports are due to CTCP 01/31 and 07/31 Year 3 reports are due to CTCP 01/29 and 06/30	Evaluator FCDPH	Semi-annual progress report with supporting documents
7.1.7	Work with FCDPH to develop and submit Brief Final Evaluation Reports upon completion of Objectives 2, 3 and 6 and Long Final Evaluation Reports for Objective 4 and 5.	Due to FCDPH 04/30/21 Reports are due to the CTCP 06/30/21	Evaluator FCDPH	Developed reports
7.1.8	Submit monthly invoices to DPH within 30 days of the end of the previous month.	Ongoing	Evaluator	Monthly invoices

Tobacco Prevention Program Evaluator Budget Year 1 (12/11/18 - 6/30/19)

Personnel	Hours	Rate	Total Cost
Evaluator	366.00	\$95.00	\$34,770
Benefits (i.e. health, dental, and vision costs; FICA –Social Security and Medicare)			Provided in-kind
Subtotal			\$34,770
Materials/Supplies	Unit	Unit Cost	Total Cost
Office supplies (i.e. general office supplies, computer-related supplies such as laser printer/copier cartridges, etc.)			Provided in-kind
Subtotal			\$0
Travel	Unit	Unit Cost	Total Cost
Mileage, conference registration, hotels, etc.			To be determined at budget revision
Subtotal			TBD
Other Costs	Unit	Unit Cost	Total Cost
Communications (i.e. internet & phone provider)			Provided in-kind
Equipment (i.e. computer, printer, etc.)			Provided in-kind
Commercial general liability insurance			Provided in-kind
Subtotal			\$0
Indirect			Total Cost
5% of Personnel costs (includes: administrative expenses such as overhead, accounting, utilities, building and equipment maintenance, etc.)			\$1,739
Subtotal			\$1,739
Year 1 Total			\$36,509

Tobacco Prevention Program Evaluator Budget Year 2 (7/1/19 - 6/30/20)

Personnel	Hours	Rate	Total Cost
Evaluator	480.50	\$100.00	\$48,050
Benefits (i.e. health, dental, and vision costs; FICA –Social Security and Medicare)			Provided in-kind
Subtotal			\$48,050

Materials/Supplies	Unit	Unit Cost	Total Cost
Office supplies (i.e. general office supplies, computer-related supplies such as laser printer/copier cartridges, etc.)			Provided in-kind
Subtotal			\$0

Travel	Unit	Unit Cost	Total Cost
Mileage, conference registration, hotels, etc.			To be determined at budget revision
Subtotal			TBD

Other Costs	Unit	Unit Cost	Total Cost
Communications (i.e. internet & phone provider)			Provided in-kind
Equipment (i.e. computer, printer, etc.)			Provided in-kind
Commercial general liability insurance			Provided in-kind
Subtotal			\$0

Indirect	Total Cost
5% of Personnel costs (includes: administrative expenses such as overhead, accounting, utilities, building and equipment maintenance, etc.)	\$2,403
Subtotal	\$2,403

Year 2 Total	\$50,453
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Tobacco Prevention Program Evaluator Budget Year 3 (7/1/20 - 6/30/21)

Personnel	Hours	Rate	Total Cost
Evaluator	504.00	\$100.00	\$50,400
Benefits (i.e. health, dental, and vision costs; FICA –Social Security and Medicare)			Provided in-kind
Subtotal			\$50,400

Materials/Supplies	Unit	Unit Cost	Total Cost
Office supplies (i.e. general office supplies, computer-related supplies such as laser printer/copier cartridges, etc.)			Provided in-kind
Subtotal			\$0

Travel	Unit	Unit Cost	Total Cost
Mileage, conference registration, hotels, etc.			To be determined at budget revision
Subtotal			TBD

Other Costs	Unit	Unit Cost	Total Cost
Communications (i.e. internet & phone provider)			Provided in-kind
Equipment (i.e. computer, printer, etc.)			Provided in-kind
Commercial general liability insurance			Provided in-kind
Subtotal			\$0

Indirect	Total Cost
5% of Personnel costs (includes: administrative expenses such as overhead, accounting, utilities, building and equipment maintenance, etc.)	\$2,520
Subtotal	\$2,520

Year 3 Total	\$52,920
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SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the Corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

EXHIBIT D

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)