

**AGREEMENT FOR SERVICES #2892
AMENDMENT I**

This Amendment I to that Agreement for Services #2892 is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Ellis Planning Associates, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10574 Boulder Street, Nevada City, CA 95959 (Mailing Address: PO Box 901, Nevada City, CA 95959 (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Contractor has been engaged by County to provide an Outside of the Agency, External Evaluator who would be responsible for overseeing the implementation of evaluation activities such as determining study design, calculating sample size, determining appropriate data collection methods, analyzing, and drawing conclusions from epidemiologic and bio statistical investigations in support of the evaluation of tobacco-control public health disease prevention projects writing evaluation summary reports for the project and inclusion in progress reports, preparing data visualizations highlights and executive summaries for dissemination of results, in accordance with Agreement for Services #2892, dated June 19, 2018, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article I – “Scope of Services,” Article II – “Term;” Article III – “Compensation for Services;” Article XIV – “Indemnity;” and Article XIX – “Nondiscrimination” of said Agreement; and

WHEREAS, the parties hereto have mutually agreed to add Article XXXII – “Counterparts;” Article XXXIII – “Litigation;” Article XXXIV – “Audits, Compliance, and Monitoring;” and Article XXXV – Assurance of Compliance to said Agreement; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement 2891; and

WHEREAS, the parties hereto have mutually agreed to add Exhibit A “Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs” to said Agreement.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #2892 shall be amended a first time as follows:

1) ARTICLE I – Scope of Services shall be amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Contractor agrees to furnish the personnel and equipment necessary to provide for the implementation of activities such as the development of data collection instruments, data collection training and protocols, sampling methodology, data analysis, and report writing which may include assisting with data translation and dissemination.

The roles and responsibilities of the External Evaluator is involvement with the Internal Evaluator and Project Director in defining goals and methods of the evaluation; evaluation plan revisions and evaluation plan development and plan certification for 2020.

Tasks to be completed

- a) Evaluation Plan Development
 - i. Defining the goals and methods of the evaluation (e.g. end-use strategizing, outcome and/or process and evaluation activities)
 - ii. Evaluation plan development and plan certification (2020) and California tobacco Control Program negotiations meetings
- b) Evaluation, Planning, Scheduling and Monitoring Meetings
 - i. Evaluation planning/coordination (Gantt-chart type planning and semi-annual review meetings will be conducted by the Internal Evaluator and Project Director.
 - ii. Document and archive activity outcomes (e.g., target audience, approaches, audience reaction and comments, actions taken as a result, etc., as well as how results were shared with key stakeholders)
- c) Data Collection and Analysis
 - i. Developing data collection instruments and protocols, determining sampling specifics and data collection parameters
 - ii. Database design or online survey set up for data collection using the online/handheld devices or entry by staff data collectors
 - iii. Data cleaning and analysis, will coordinate with Internal Evaluator
- d) Statewide Meetings/Trainings
 - i. Participate in 2 in-person statewide meetings/regional trainings per year
 - ii. Participate in 2-3 Online Statewide Trainings per year
 - iii. Participate in 2-3 communities of Practice meetings per year (method and frequency to be determined)
- e) Final evaluation Report Development (2017-2021)
 - i. Brief Evaluation Report using Tell Your Story Guidelines for Preparing Useful Evaluation Reports for non-primary objectives with Internal Evaluator Support
 - ii. Final Evaluation Report using Tell Your Story Guidelines for Preparing Useful Evaluation Reports sing for primary objectives with Internal Evaluator support

Progress Reports (PR) and evaluation summaries must be submitted electronically through OTIS by 5 p.m., Pacific Time, on the following due dates:

Six-Month Report Periods	Due Date
July 1, 2018 – December 31, 2018	Summary – January 31, 2019
January 1, 2019 – June 30, 2019	Summary – July 31, 2019
July 1, 2019 – December 31, 2019	Summary – January 31, 2020
January 1, 2020 – June 30, 2020	Summary – July 31, 2020
July 1, 2020 – December 31, 2020	Summary – January 31, 2021
January 1, 2021 – June 30, 2021	Summary – June 30, 2021
July 1, 2021 – December 31, 2021	FINAL Report – December 31, 2021

2) **ARTICLE II – Term** shall be amended in its entirety to read as follows:

ARTICLE II:

Term: The term of this Agreement shall cover the period of July 1, 2018 through December 31, 2021.

3) **ARTICLE III – Compensation for Services** shall be amended in its entirety to read as follows:

ARTICLE III:

Compensation for Services:

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be \$100.00 per hour and at a minimum of 208 hours per year.
- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original itemized invoice. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<i>Email (preferred method):</i>	<i>U.S. Mail:</i>
<p>PHinvoice@edcgov.us</p> <p>Please include in the subject line: “Contract #, Service Month, Description / Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a “service month.” For

billing purposes, a “service month” shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, “Scope of Services.” For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

C. **Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$62,532.

In the event that Contractor fails to deliver the documents or other deliverables required herein, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XI, “Default, Termination, and Cancellation.” In no event shall County be obligated to pay Contractor for any amount above the Maximum Obligation of this Agreement.

4) **ARTICLE XIV – Indemnity** shall be amended in its entirety to read as follows:

ARTICLE XIV:

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney’s fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

5) **ARTICLE XIX – Nondiscrimination** shall be amended in its entirety to read as follows:

ARTICLE XIX

Nondiscrimination:

A. County may require Contractor’s services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and

Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103

6) ARTICLE XXXII - Counterparts shall be added as follows:

ARTICLE XXXII

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement

7) ARTICLE XXXIII – Litigation shall be added as follows:

ARTICLE XXXIII

Litigation:

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

8) ARTICLE XXXIV – Audits, Compliance and Monitoring shall be added as follows:

ARTICLE XXXIV

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

9) **ARTICLE XXXV – Assurance of Compliance** shall be added as follows:

ARTICLE XXXV

Assurance of Compliance: Contractor shall comply with Exhibit A, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit A upon request by County.

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Except as herein amended, all other parts and sections of that Agreement #2892 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michael Ungeheuer
Michael Ungeheuer, RN, MN, PHN
Deputy Director – Public Health Division
Health and Human Services Agency

Dated: 04/01/2021

Requesting Department Head Concurrence:

By: Don Semon
Don Semon (Apr 1, 2021 16:54 PDT)
Donald Semon
Director
Health & Human Services Agency

Dated: 04/01/2021

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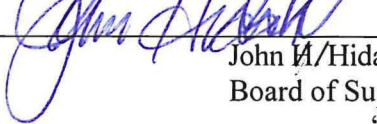
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #2892 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 5/4/21

By: 
John A/Hidahl, Chair
Board of Supervisors
"County"

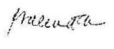
ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

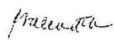
Dated: 5/4/21

-- CONTRACTOR --

ELLIS PLANNING ASSOCIATES, INC.
A California Corporation

By: 
Galen Ellis
President
"Contractor"

Dated: 04/01/2021

By: 
Galen Ellis
Secretary
"Contractor"

Dated: 04/01/2021

EXHIBIT A
VENDOR ASSURANCE OF COMPLIANCE WITH
THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Ellis Planning Associates, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

04/01/2021

Date



Signature

P.O. Box 901, Nevada City, CA 95959

Address of vendor/recipient

(08/13/01)