

**NAPA COUNTY AGREEMENT NO. 190019B
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 190019B is effective as of the 1st of July, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **M. SUSAN HAUN, MA, dba STRATEGIES BY DESIGN**, whose mailing address is 5762 Owls Nest Drive, Santa Rosa, 95409, hereinafter referred to as "CONTRACTOR." COUNTY and CONTRACTOR may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, as of January 1, 2022, COUNTY and CONTRACTOR entered into County Agreement No. 190019B (hereinafter referred to as "Agreement") for CONTRACTOR to provide program monitoring, data collection instruments, semi-annual evaluation activity reporting for the 2022-2025 Tobacco Control Program, and consultation on the development of COUNTY's 2025-2028 Tobacco Control Program and Evaluation Plan and Scope of Work certification; and

WHEREAS, as of the effective date of this Amendment No. 1, the Parties wish to amend the Agreement to increase the maximum contract amount; modify Specific Term and Condition 3.4 to extend the term of the Agreement; replace Exhibit "A" with Exhibit "A-1" (Scope of Work) to revise the description of services; and replace Exhibit "B" with Exhibit "B-1" (Compensation) to increase the maximum contract amount CONTRACTOR will be paid.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Hundred Fourteen Thousand Four Hundred Dollars (\$114,400.00)**, reflecting an increase of **Forty-One Thousand Six Hundred Dollars (\$41,600.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred
2. Section 3.4 of the Specific Terms and Conditions is amended to read in full: General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows: "The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, the final renewal period concludes on **June 30, 2027**, under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7

(Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).”

3. Exhibit “A” is hereby replaced in its entirety with Exhibit “A-1,” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “A” shall refer to Exhibit “A-1” from the effective date of this Amendment No. 1 through June 30, 2027.
4. Exhibit “B” is hereby replaced in its entirety with Exhibit “B-1,” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “B” shall refer to Exhibit “B-1” from the effective date of this Amendment No. 1 through June 30, 2027.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Parties hereto have executed this Amendment No. 1 of Napa County Agreement No. 190019B as of the date written above.

**M. SUSAN HAUN, MA,
DBA STRATEGIES BY DESIGN**

By M. Susan Haun
M. SUSAN HAUN, MA.

Digitally signed by M.
Susan Haun
Date: 2025.03.17
09:07:17 -07'00'

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
ANNE COTTRELL,
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Corey S. Utsurogi</i></p> <p>Date: 3/12/25</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”
Scope of Work
Napa County Health and Human Services Agency, Tobacco Control Program
Upon approval through June 30, 2027

CONTRACTOR Responsibilities:

Consistent with the elements of the 2022-2027 Comprehensive Tobacco Prevention Plan (CTPP) Evaluation Plan, CONTRACTOR shall work in collaboration with project staff to:

- I. Define the goals and methods of the evaluation.
- II. Meet with the Program Director and project staff monthly (or as needed) to monitor evaluation plan implementation and document information for evaluation activity and final evaluation reporting.
- III. Conduct data collection logistics planning.
- IV. Develop/design evaluation instruments for the project consistent with sound evaluation and measurement principles for valid evaluation.
- V. In partnership with project staff, provide technical assistance on data collection and data entry to ensure data reliability and validity.
- VI. Set up databases for online/handheld data collection for project staff to populate, as necessary.
- VII. Process and prepare data for analysis and/or clean data and conduct analyses for each evaluation activity in the Tobacco Control Program’s (TCPs) Evaluation Plan. Provide technical assistance for project staff to do Policy Record Review and Media Activity Record data collection, analyses and reporting.
- VIII. Interpret results of each data collection/evaluation activity, formulate recommendations and help project staff understand the results of data collection and how the data informs the project’s intervention activities.
- IX. Develop final evaluation reports - 2 brief evaluation reports for 2 non-primary objectives and 1 brief and 1 final evaluation report for 1 primary objective - in accordance with TCP’s Evaluation Plan and in collaboration the Program Director and/or project staff. One brief evaluation report will be developed as an interim report and the remaining evaluation reports will be developed before the conclusion of the contract and shall be prepared consistent with the format described in *Tell Your Story: Guidelines for Preparing Useful Evaluation Reports*.
- X. Develop TCP’s Evaluation Plan for the next (2027-2030) SOW period, in collaboration with the Program Director, consistent with the SOW Guidelines (released in 2027), including sample sizes, sampling methodology, etc.
- XI. Perform the following evaluation activities, per the non-primary and primary objectives (listed below) organized by type of activity and year, in the Tobacco Control Program’s 2022-2027 CTCP SOW:

Objective 1: (Primary Objective) By June 30, 2027, at least one jurisdiction in Napa County (e.g. Calistoga or American Canyon) will adopt and implement both 1) a policy that prohibits smoking and vaping of all products in multi-unit housing of two or more units (market-rate, public, and subsidized), including 25 feet from all doors, windows, patios, and balconies, and emphasizes a graduated enforcement process; and 2) a policy eliminating the sale and/or distribution of any mentholated cigarettes and other flavored tobacco products, and paraphernalia (e.g., smokeless tobacco products, dissolvable tobacco products, flavored premium cigars such as little cigars, cigarillos, hookah tobacco, e-cigarettes, e-hookah, wrappers). The policy will not criminalize purchase, use, or possession of tobacco products by individuals. Indicators 2.2.13 and 3.2.9.

Objective 2: By June 30, 2027, build one youth coalition with a minimum of three members within Napa County. The coalition will host a minimum of 12 coalition meetings (i.e., general meetings, committees) and four non-meeting activities annually, to enable the coalition to effectively recruit new, diverse members and educate the public and their own peers about tobacco control issues in the community. Asset 2.4.

Objective 3: By June 30, 2027, recruit one committee to assist with research and resource development to get at least 2 jurisdictions to include tobacco control related considerations into local and regional general plans/zoning (e.g., American Canyon) and health department community health improvement frameworks (e.g., Napa County). Asset 4.1.

COUNTY Responsibilities:

- I. COUNTY will be responsible for internal scheduling, reasonable access to key personnel, and reasonable access to past and current documentation that will aid the completion of evaluation activities. COUNTY will add CONTRACTOR as an “Applicant” in OTIS to allow the Contractor access to the Agency’s 2022-2027 plan period.
- II. COUNTY will reimburse CONTRACTOR approximately 30 days after invoice is received, reviewed and approved by TCP’s Program Director.

Joint Responsibilities:

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

EXHIBIT “B-1”
COMPENSATION

Napa County Health and Human Services Agency, Tobacco Control Program
Upon approval through June 30, 2027

Evaluation Services	1/22-6/22 (6 mons.)	22/23	23/24	24/25	25/26	26/27
1. Evaluation Plan Monitoring, Scheduling, Implementation & Data Discussion	Regular (monthly or as needed) meetings with PD/Staff	Regular (monthly or as needed) meetings with PD/Staff	Regular (monthly or as needed) meetings with PD/Staff	Regular (monthly or as needed) meetings with PD/Staff	Regular (monthly or as needed) meetings with PD/Staff	Regular (monthly or as needed) meetings with PD/Staff
2. Develop/review all data collection instruments and protocols (26-40), provide technical assistance on data collection and data entry, develop databases for data entry by project staff	Varies (15-18), plus ECTC Campaign	Varies (2-3)	Varies (2-4, plus ECTC Campaign)	Varies (3-7)	Varies (1-3, plus ECTC Campaign)	Varies (1-3)
3. Conduct data collection trainings	TA to staff	TA to staff	TA to staff	TA to staff	TA to staff	TA to staff
4. Data collection	TA to staff	TA to staff	TA to staff	TA to staff	TA to staff	TA to staff
5. Clean data and develop all evaluation activity reports (except PRRs and MARs, which will be done by project staff) 33-46 total reports	6-8 evaluation activity reports TA on PRRs and MARs	6-8 evaluation activity reports TA on PRRs and MARs	6-8 evaluation activity reports TA on PRRs and MARs	6-8 evaluation activity reports TA on PRRs and MARs	7-10 evaluation activity reports TA on PRRs and MARs	2-4 evaluation activity reports TA on PRRs and MARs
6. Evaluation Activity Reporting in OTIS	Semi-annually	Semi-annually	Semi-annually	Semi-annually	Semi-annually	Semi-annually

Evaluation Services	1/22-6/22 (6 mons.)	22/23	23/24	24/25	25/26	26/27
7. Final Evaluation Reporting	-	-	-	1 Brief (Interim) Evaluation Reports	-	2 Brief Evaluation Reports 1 Final Evaluation Report
8. Evaluation Plan Development (including CTCP negotiations and revisions)	Revision to Evaluation Plan, if necessary	Revision to Evaluation Plan, if necessary	Development of the Agency's 2025-2027 Evaluation Plan	Finalize Agency's 2025-2027 Evaluation Plan	Development of the Agency's 2027-2030 Evaluation Plan	Finalize Agency's 2027-2030 Evaluation Plan
9. Statewide Meetings/TCEC Trainings (costs shared by multiple projects, up to 4 hours per year)	1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year 1-2 Communities of Practice meetings per year	1-2 in-person and 2-3 online Statewide Meetings/TCEC Regional Trainings per year 2-3 Communities of Practice meetings per year	1-2 online Statewide Meetings/TCEC Regional Trainings per year 2-3 Communities of Practice meetings per year	3-5 online Statewide Meetings/TCEC Regional Trainings per year 2-3 Communities of Practice meetings per year	3-5 online Statewide Meetings/TCEC Regional Trainings per year 2-3 Communities of Practice meetings per year	3-5 online Statewide Meetings/TCEC Regional Trainings per year 2-3 Communities of Practice meetings per year
10. Other			-			
Total Hours	104	208	208	208	180.87	180.87
Total Cost	\$10,400	\$20,800	\$20,800	\$20,800	\$20,800	\$20,800

CONTRACTOR will provide the above services on a fixed fee basis based on 208 hours annually (Fiscal year July 1 – June 30); and then, commencing Fiscal Year 2025-2026 and each subsequent automatic renewal, the fixed fee basis will be based on 180.87 hours annually. CONTRACTOR shall invoice COUNTY for services completed on at least a quarterly basis (September 30, December 31, March 31, and June 30) to the Tobacco Control Program’s Program Director.

CONTRACTOR services shall be rendered primarily at CONTRACTOR’s office and via telecommuting.