



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

URSA INSTITUTE

For the Period of

July 1, 2001 through June 30, 2004

Agency Contact:
Esther Lucas
Human Services Analyst
(650) 802-6432

**AGREEMENT WITH
URSA INSTITUTE
FOR TOBACCO PREVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2002,
by and between the COUNTY OF SAN MATEO, hereinafter called "County" and URSA
INSTITUTE, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/ Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of tobacco prevention; in accordance with State and Federal laws, regulations and funding mandates.

The following exhibits and attachments are attached hereto and incorporated by reference therein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Exhibits and Attachments**

| | |
|---------------|---|
| Exhibit A: | California Department of Health Services Grant Funded Services and Rates of Payment for those Services. |
| Attachment 1: | Compliance with Section 504 |
| Attachment 2: | Fingerprinting Compliance |
| Attachment 3: | Equal Benefits Compliance |

2. **Services to be Performed by Contractor**

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform tobacco prevention services as set forth in the Exhibits and Attachments attached and incorporated by reference.

3. **Payments**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED THIRTY TWO DOLLARS (\$436,632) for the contract term.

B. Rate of Payment. The rates and terms of payment shall be specified in the Exhibits and Attachments. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the established rates be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3.A. above. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits to the full satisfaction of the Director of Human Services or her representative.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of the Exhibits and Attachments. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

In order to ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided to County no later than the fifteenth (15th) day of each month.

D. Availability of Funds. Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate or pay County the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

E. Program Budget.

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. Said budget shall be subject to the approval of the Human Services Agency. Actual expenditures may exceed budgeted expenditures to the extent that actual income exceeds budgeted income.

2. Transfers between personnel and operating expenses that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3.A. hereinabove or TEN THOUSAND DOLLARS (\$10,000), whichever is less, of the annual budget for contracted services may be made only upon prior authorization of the Alcohol and Drug Services Manager.

4. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless**

Contractor shall indemnify and save harmless the County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Insurance**

A. Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this section has been obtained and such insurance has been approved by the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Human Services Agency or any pending change in the limits of liability or of any cancellation or modification of the policy.

1) **Workers' Compensation and Employer's Liability Insurance.**

Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires

every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

2) Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her/it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself/itself or by any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability... ..\$ 1,000,000
- (b) Automobile Liability.....\$ 1,000,000
- (c) Professional Liability.....\$ -0-

After one year from the date of this Agreement is first executed, the County may at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described below:

A. Section 504 of the Rehabilitation Act of 1973.

1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

2) Compliance of Section 504 of the Rehabilitation Act of 1973, as

amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Violation of the Non-Discrimination Provisions.

1. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing,

provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the complaint when filed.

8. **Equal Benefits Compliance**

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

9. **Child Abuse Prevention, Reporting and Fingerprinting Requirements**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who work at the program and/or provide services under this Agreement and who have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.

D. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.

10. **Assignments and Subcontracts**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. **Records**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not

limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Entire Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. This Agreement is not a representation or indication of subsequent funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

15. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

(1) In the case of County, to:
San Mateo County Human Services Agency
Alcohol and Drug Services
400 Harbor Boulevard, Building C
Belmont CA 94002
(650) 802-6400

(2) In the case of Contractor, to:
URSA Institute
390 Fourth Street
San Francisco, CA 94107

B. **Controlling Law.** The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

16. **Term of the Agreement**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001, through June 30, 2004. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

17. **Outcome Based Management and Budgeting Responsibilities**

Contractor's Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attend planning and informational meetings
- B. Develop program performance and outcome measurements
- C. Collect and submit data necessary to fulfill measurement requirements
- D. Participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements
- E. Participate in a review of performance and outcome information
- F. Comply with OBM Implementation Guidelines as specified in memos released by the Human Service Agency

Human Services Agency's (HSA) Responsibilities:

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative
- B. Issue and review OBM Implementation Guidelines
- C. Conduct review of performance and outcome information

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

URSA INSTITUTE

Ernest J. Fazio, Jr. Chief Administrative Officer
Name, Title - Print


Signature

Date: 02/28/02

Contractor's Tax I.D. # 51-0138569

EXHIBIT A
URSA INSTITUTE
Tobacco Prevention Services
July 1, 2001 through June 30, 2004

Contractor will provide the following tobacco prevention services at mutually agreed upon location(s) in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. The Contractor agrees to comply with all terms and conditions of the Tobacco Control Interventions Targeting Young Adults grant award with the State of California, Tobacco Control Section, Grant No. 01-15513, specifically including, but not limited to Paragraph 16, Copyright and Ownership of Materials, Exhibit C, Terms and Conditions; Exhibit A(S), "Additional Provisions"; and all other exhibits and addendas to this grant and all other applicable State laws. Contractor will provide the following services:

I. Young Adult Community Action Project

The Contractor will provide the following services to plan and implement the Young Adult Community Action Project funded by the State Grant No. 01-15513. The Young Adult Community Action Project supports the goals and objectives of anti-tobacco advocacy initiatives targeting youth ages (18) to twenty-four (24) years of age where they live, work, and recreate. The primary goal of the grant-funded services is to reduce exposure to secondhand smoke among this target population.

A. Services:

1. Recruitment and Training of Young Adult Advocates:
Contractor will recruit, hire and train a team of young adults aged eighteen (18) to twenty-four (24) from southern San Mateo County to serve as "Young Adult Advocates" for the project. The Young Adult Advocates will conduct anti-tobacco advocacy initiatives in East Palo Alto, North Fair Oaks, and Redwood City.
 - a. In FY 2001-2002 at least eight (8) Young Adult Advocates will participate regularly in the community action project. In FY 2002-03 and FY 2003-04 at least ten (10) Young Adult Advocates will participate regularly in the community action project each year.
 - b. Conduct five (5) to eight (8) hours of training for Young Adult Advocates each year about the effects of tobacco use, tobacco industry manipulation and advertising tactics, health effects of secondhand smoke exposure, and global tobacco issues. Use techniques to denormalize tobacco through social marketing and advocacy. Provide training in basic advertising techniques.
 - c. Young Adult Advocates will work in groups to develop at least nine (9) concepts that could be used on posters, counter cards or other print materials addressing issue of secondhand smoke

exposure in venues where young adults live, work and recreate.

- d. Young Adult Advocates will participate in: one (1) to two (2) annual statewide advocacy events, local tobacco control trainings provided by the California Youth Advocacy Network (CYAN), and will attend a California-based National Conference on advocacy with the eighteen (18) to twenty-four (24) year-old age group.

2. Development of Media Messages:

Contractor, in collaboration with Young Adult Advocates and TEC Media Advisory Committee will utilize concepts generated by groups of Young Adult Advocates to develop media messages for placement, and place said messages in movie theaters, TV, radio and/or print media outlets in San Mateo County. The media messages will be designed to reach the target group of eighteen (18) to twenty-four (24) year olds with the goal of reducing tobacco use/reducing exposure to secondhand smoke.

- a. A professional graphic designer will be hired and prepare young adult advocate concepts as “comps” or “roughs.”
- b. Concepts “roughs” will be tested in front of a total of nine (9) focus groups, three in each of three target communities. Each focus group will be comprised of of eighteen (18) to twenty-four (24) year olds, who represent a demographic cross-section of their neighborhoods. They will be recruited by classified ads and by community organizations. A culturally and linguistically appropriate written test instrument will be developed for respondents to complete for each concept. The test will determine which concepts are most effective and how concepts can be improved.
- c. Based on focus group results, determine the precise media mix for the messages. Media mix may include but is not limited to: posters, counter cards, newspaper ads and flyers.
- d. Produce the graphics materials. This will include: casting the images using models, working with photographers or illustrators, as needed.
- e. Collaborate with the TEC Media Advisory Committee with information regarding young adult media preferences in order to recommend appropriate venues for placement. Selection of spots and media outlets will be done in consultation with the TEC Media Advisory Committee, with final approval by the Alcohol and Drug Services Manager or her designee.

- f. Purchase and place media.
Purchase placement slides containing new secondhand smoke messages in the two multiplex movie theaters in Redwood City. Anti-tobacco messages will be concentrated on movies that appeal to young adults. Hire Educational Message Service (EMS) to make at least 100 “narrowcast” placements of secondhand smoke messages using counter cards in retail locations frequented by young adults.

3. Secondhand Smoke Exposure:

- a. Contractor will conduct pre and post surveys to determine secondhand smoke exposure among young adults in target area. Young Adult Advocates will conduct a total of six hundred (600) intercept interviews in Redwood City, East Palo Alto and North Fair Oaks to determine locations where young adults live, work and recreate. They will select eighteen (18) to twenty-four (24) year old respondents, based on the demographic sampling qualifiers established by the Evaluator (age, ethnic background, location of resident, sex, etc.). Interviews will be conducted at health and fitness clubs, movie lines, bars, community agencies, and community events.
- b. Contractor will contact the Tobacco Education Clearinghouse of California (TECC) and California Youth Advocacy Network (CYAN) to request previously developed educational materials targeting eighteen (18) to twenty-four (24) year olds which promote the reduction of secondhand smoke. Project Coordinator and Director will review materials to determine if appropriate for target group.
- c. Groups of Young Adult Advocates, known as Young Adult Action Teams will identify programs for young parents, especially eighteen (18) to twenty-four (24) year olds, using data from the baseline intercept interviews and other data sources. They will schedule presentations to at least eight (8) groups to educate about the hazards of Environmental Tobacco Smoke (ETS) exposure in the home. Groups may include, but are not limited to Women, Infants, and Children (WIC), Headstart, the Young Moms workshops at Sequoia Hospital, Kaiser Hospital, San Mateo County’s Smoke Free Start for Families, Fatherhood Initiative and the Free at Last parent workshop in East Palo Alto.

4. Policy Development and Implementation:

- a. Policies prohibiting smoking within thirty (30) feet of entrances will be adopted by at least four (4) entertainment/recreation locations such as health and fitness clubs, movie theaters and bars in southern San Mateo County.
 - 1) Young Adult Advocates will compile a list of policies banning smoking within at least fifteen (15) feet of entrances from other TCS funded projects working on the issue. Young Adult Advocates will draft a model policy and implementation protocol. This will include a three (3)-month phase in period, an employee forum to address concerns, and information regarding local and state cessation programs. An employer information packet will also be created.
 - 2) Young Adult Advocates will identify health and fitness clubs, movie theaters, bars and other locations where eighteen (18) to twenty-four (24) year olds spend their free time.
 - 3) Young Adult Action Teams will approach at least twenty-five (25) entertainment/free time sites (such as health and fitness clubs, bars and movie theaters) based on baseline intercept interviews in FY 2001-2002 in hopes of achieving policy changes in at least four (4) locations. In FY 2002-03 and FY 2003-04, Young Adult Action Teams will approach a total of at least twenty (20) remaining entertainment/free time sites.
 - 4) At least two (2) return visits will be made to those sites agreeing to adopt the new policy by action team members. Follow-up phone calls will also be conducted with those managers who refuse to adopt the new policy.
 - 5) In FY 2001-02 Young Adult Action Teams will place posters and display materials on bulletin boards, bathrooms and other places within at least twenty (20) entertainment/free time locations identified during interception interviews. Other locations in the three target communities will be approached in FY 2002-03.
- b. Smoke-free sections will be established inside and/or outside at least five (5) multiple-unit apartment buildings housing substantial numbers of young adults eighteen (18) to twenty-four (24) years of age.
 - 1) Young Adult Advocates will compile a list of policies requiring smoke-free areas within multi-unit housing complexes from other TCS funded projects working on this issue. Advocates will draft a model policy and implementation protocol for apartment complexes to create smoke-free sections in outdoor and indoor areas. This will include a three- (3) month phase in period, a

tenant forum to address questions and concerns, and information regarding local and state smoking cessation programs. A landlord/apartment association informational packet will be created and similar packet will be created for tenants.

- 2) Young Adult Action Teams will identify multiple-unit apartments where 18-24-year-olds live, as well as rental agents and apartment associations serving those buildings, using data from intercept interviews.
 - 3) Young Adult Action Teams will approach at least twenty-five (25) apartment buildings, rental agents or apartment associations in FY 2002-03 in hopes of achieving policy changes. At least ten (10) to fifteen (15) additional apartments, associations or rental agents will be approached in FY 2003-04.
 - 4) At least two (2) return visits will be made to those sites agreeing to adopt the new policy by action team members. Follow-up phone calls will also be conducted with those managers who refuse to adopt the new policy.
 - 5) In FY 2002-03 and FY 2003-04 team members will place at least twenty (20) posters, counter cards or other print materials in apartments located in target communities.
- c. Policies prohibiting smoking within thirty (30) feet of their main entrances will be adopted by at least four (4) workplaces employing substantial numbers of young adults.
- 1) Young adult advocates will compile a list of any new policies banning smoking within 30 feet of main entrances from other TCS funded projects working on this issue. Contractor will work with advocates to revise existing model policy and implementation protocol as needed. This will include a three- (3) month-phase in period, an employee forum to address questions and concerns, and information regarding local and state smoking cessation programs. An employee information packet will be created.
 - 2) Young Adult Action Teams will identify potential worksites which employ eighteen (18) to twenty-four (24) year olds, using data from the baseline intercept interviews and other data sources.
 - 3) Young Adult Action Teams will approach at least twenty-five (25) worksites in hopes of achieving policy changes in at least four (4) locations. Team members will place posters on break room

bulletin boards and display other materials in at least twenty (20) locations in all cities combined.

- 4) At least two (2) return visits will be made to those sites agreeing to adopt the new policy by action team members. Follow-up phone calls will also be conducted with those work-site managers who refuse to adopt the new policy.
5. Distribution and presentation of Evaluation Results:
- a. A press release highlighting results for each program component will be written and distributed to local news media. A copy of press release and evaluation finding will be distributed to CYAN, other 18-24 Intervention Grantees, TEC, and other Bay Area anti-tobacco advocates.
 - b. Young Adult Advocates will present program evaluation, for each program component, results to the Tobacco Education Coalition (TEC), the Board of Supervisors and at least one (1) city council within the three (3) target areas of East Palo Alto, North Fair Oaks, and Redwood City.

B. Administrative and Reporting Requirements

Contractor will meet the following administrative and reporting requirements designed to support the activities described in Section I.A. of Exhibit A.

1. Assure that activities are culture, age and gender sensitive.
2. Send a representative to the following programs:
 - a. Tobacco Prevention Program (TPP) Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
 - b. Tobacco education ethnic network, regional or statewide programs, meetings and conferences (optional, as time allows).
3. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
 - a. Completed monthly evaluation forms with both qualitative and quantitative responses;
 - b. Materials developed during the month (flyers, invitations, programs, etc.).
4. Present an oral report at the final TEC Coalition meeting during the contract term.

5. TPP staff will conduct two (2) site reviews of Contractor's program.
6. The Contractor shall acknowledge the financial support of State funds whenever any findings, data, and materials developed pursuant to this grant award are published or whenever the subcontractor creates a product (e.g., conference brochure, a film, videotape, manual, book, pamphlet, etc.) pursuant to this grant, in the following manner: "This _____ was made possible by funds received under Grant No. 01-15513 with the California Department of Health Services, Tobacco Control Section." All printed materials shall include the California Smokers Helpline toll-free telephone number unless granted exemption from the State.
7. The Contractor grants the State of California copyright interest in any Works created, provided, developed or produced under the agreement and ownership of any Works not fixed in any tangible medium of expression and agrees to assign those rights to the State. For any Works for which the copyright is not granted to the State, the State shall retain a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative Works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes, and to have or permit others to do so.
8. The Contractor agrees to maintain and preserve, until three years after termination of Grant No. 01-15513 and final payment from the State, and permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers, and records related to this agreement.
9. Travel reimbursement shall be reimbursed at the rate established by the (State) Department of Personnel Administration.

C. Outcome Objectives

Contractor will work collaboratively with TPP staff to design and implement a simple method of conducting outcome or impact evaluations that can be completed by June 30, 2001.

1. Submit a summary report for all evaluations conducted.
2. Submit documentation of media spots placed.
3. Conduct a community survey of teens and other adolescents to assess reach of media messages.
4. Random sample intercept interview process will demonstrate 35% awareness of media messages among San Mateo County youth.

II. Rates of Payment

Monthly County payment to Contractor is determined by dividing the fiscal obligation for each fiscal year into twelve (12) monthly payments. In full consideration of the tobacco prevention services provided by Contractor:

A. County shall pay Contractor as follows:

1. Total payments to Contractor by County shall not exceed FOUR HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS (\$436,632) for the term of the Agreement. Payments for each fiscal year within the term of the Agreement shall be made as follows:

| <u>Fiscal Year</u> | <u>Monthly Payment</u> | <u>Maximum Payment</u> |
|--------------------|------------------------------------|------------------------|
| FY 2001-02 | \$27,607.33 (January through June) | \$165,644 |
| FY 2002-03 | \$10,457.83 | \$125,494 |
| FY 2003-04 | \$12,124.50 | \$145,494 |

2. The Alcohol and Drug Services Manager or her designee shall review and approve all invoices prior to processing for payment.
- B. Contractor shall submit a monthly financial statement outlining actual program costs by the fifteenth day of the month following services. Total payment to Contractor may not exceed total expenditures for services provided under this agreement.
- C. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Exhibit A. Final settlement payment for this agreement shall be determined based on completion of each of the activities described herein as a percentage of the total contract obligation. Percentages are based on the approved Scope of Work included in the State Grant No. 01-15513, which has been provided to Contractor for reference.
- D. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.
- E. All payments under this Agreement must directly support services specified in this Agreement.

ATTACHMENT 1

**(Required only from Contractors who provide services directly to the public
on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Ernest J. Fazio, Jr.

Name of 504 Person - Type or Print

URSA Institute 390 4th St.

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

San Francisco

California

94107

City

State

Zip Code

I certify that the above information is complete and correct to the best of my knowledge. ,

02/28/02
Date

Ernest J. Fazio, Jr. Chief. Administrative Officer
Signature and Title of Authorized Official

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 2

FINGERPRINTING COMPLIANCE

Agreement with

URSA Institute

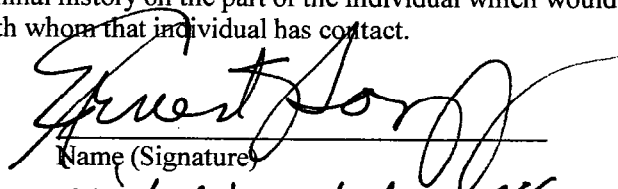
Name of Contractor

for

Tobacco Prevention

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that its employees, subcontractors, assignees, volunteers and any other persons who work at the program and/or provide services under this agreement, and who will have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this Agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.



Name (Signature)

Chief Administrative Officer

Title

2/28/02

Date

Revised 8/7/01

attach2.wp

ATTACHMENT 3

**COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form**

I. Vendor Identification

Name of Contractor: URSA Institute
Contact Person: Ernest Fazio
Address: 390 4th Street
San Francisco, CA 94107
Phone Number: 415.777.3229 Fax Number: 415.512.9625

II. Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No
* If the answer to one or both of the above is no, please skip to Section IV.*

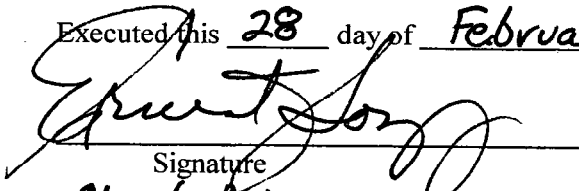
III. Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 28 day of February, 2002 at San Francisco
(City)


Signature
Chief Ad
Title

Ernest J. Fazio, Jr.
Name (Please print)
51-013869
Contractor Tax Identification Number

ACORD CERTIFICATE OF LIABILITY INSURANCE CSR KF
URSAI-1 DATE (MM/DD/YY)
03/08/02

PRODUCER
Sweet & Baker Ins. Brokers Inc
1375 Sutter Street, #308
San Francisco CA 94109-5475
Phone: 415-885-5300

INSURED
Ursa Institute
Attn: Ernie Fazio
390 4th Street
San Francisco CA 94107-1729

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Fireman's Fund Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|--|---------------|----------------------------------|-----------------------------------|-------------------------------------|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | MZX80788811 | 09/29/01 | 09/29/02 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) | \$ 100,000 |
| | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | MZX80788811 | 09/29/01 | 09/29/02 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC AGG | \$ |
| | EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS | OTH-ER |
| | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | OTHER | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | | | | | \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 SAN MATEO COUNTY HUMAN SERVICES AGENCY, PUBLIC HEALTH EDUCATOR, TOBACCO PREVENTION PROGRAM IS NAMED AS ADDITIONAL INSURED AS RESPECTS WORK PERFORMED BY NAMED INSURED.

| | | |
|--|--|---|
| CERTIFICATE HOLDER | <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
| San Mateo County Human Service Agency - Tobacco Prevention Susan Henkin-Hass 400 Belmont Bldg. C Belmont CA 94002 | SANMATE | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
| | | AUTHORIZED REPRESENTATIVE Donald Sweet ext. 109 |

BROKER COPY

STATE
COMPENSATION
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

FUND CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

MARCH 13, 2002

GROUP:
POLICY NUMBER: 1367408-2001
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 11-06-2002
11-06-2001/11-06-2002

COUNTY OF SAN MATEO
400 HARBOR BLVD.
BELMOUNT CA 94002

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions, of such policies.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

EMPLOYER

THE U R S A INSTITUTE
390 4TH ST
SAN FRANCISCO CA 94107

SAN MATEO COUNTY
MEMORANDUM

DATE: March 12, 2002
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163
FROM: ESTHER LUCAS FAX: 802-6440 PONY: HSA 202 PE
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: URSA Institute

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?: Yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Young Adult Community Action Project with 18-24 yr. old Young Adults to reduce second hand smoke exposure through media and policy development.

The following will be completed by Risk Management:

| INSURANCE COVERAGE: | Amount | Approve | Waive | Modify |
|---------------------------------|------------------|-------------------------------------|-------------------------------------|--------------------------|
| Comprehensive General Liability | <u>1,000,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability | <u>1,000,000</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability | <u> </u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation | <u>statutory</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS:

Priscilla Morse 3/13/02
Risk Management Signature Date