

FIRST AMENDMENT TO THE AGREEMENT WITH  
MARTIN L. FORST FOR TOBACCO PREVENTION PROGRAM EVALUATION  
SERVICES

This Amendment, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and MARTIN L. FORST (hereinafter called "Contractor");

W I T N E S S E T H :

WHEREAS, on December 28, 2001, the parties hereto entered into a one-year Agreement for the furnishing of tobacco prevention program evaluation services by Contractor to County as set forth in that Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties to amend and clarify the Agreement;

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

1. Change #1: Delete Paragraph 1. Exhibits and Attachments and insert the new Paragraph

1. to read as follows:

1. Exhibits and Attachments

Exhibit A:	Tobacco Prevention Program Evaluation Services Supported by Proposition 99 and Tobacco Master Settlement Funds and Rates of Payment for those Services.
Exhibit B:	Tobacco Prevention Program Evaluation Services Supported by the State of California Tobacco Control Section Grant # 01-15513
Exhibit C:	Tobacco Prevention Program Evaluation Services Supported by the State of California American Legacy Foundation Youth Coalition Grant.
Attachment 1:	Equal Benefits Compliance

2. Change #2: Delete Paragraph 2. Services to be Performed by Contractor and insert the new Paragraph 2. to read as follows:

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 program evaluation services as set forth in Exhibits A, B, and C, attached and incorporated by reference.

3. Change #3: Delete Paragraph 3.A. Maximum Amount and insert the new Paragraph 3.A. to read as follows:

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in the Exhibits, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED ONE THOUSAND DOLLARS (\$101,000) for the contract term.

4. Change #4: Insert into the Agreement the new Exhibits B and C, attached hereto and incorporated by reference herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. The Agreement of December 28, 2001 be amended accordingly.
2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.
3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.
4. All provisions of the original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of December 28, 2001 be amended accordingly.

IN WITNESS, WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
Jerry Hill, President  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

MARTIN L. FORST

MARTIN L. FORST  
Name, Title - Print

Martin L. Forst  
Signature

Date: March 13, 2002

Contractor's Tax I.D. # 566-60-5479

## **EXHIBIT B**

MARTIN L. FORST  
Tobacco Prevention Program Evaluation Services  
July 1, 2001 through June 30, 2004

Contractor will provide the following evaluation services for the Tobacco Prevention Program (TPP). All payments under this agreement must directly support services specified in this agreement.

I. Services:

Contractor will provide TPP evaluation services for the Young Adult Community Action Project supported by funds received through Grant No. 01-15513 from the California Department of Health Services, Tobacco Control Section (CDHS/TCS). 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 B (S), "Additional Provisions"; and all other exhibits and addendas to this grant and all other applicable State laws.

A. Conduct a review with input from program staff of the FY2001-04 Young Adult Community Action Project workplan, funded by the California Department of Health Services, Tobacco Control Section. Based on this review, develop outcome evaluation for program components.

1. Meet quarterly with TPP staff to review progress of evaluation plan and implementation. Advise on appropriateness of data collected.
2. Develop appropriate evaluation tools and suggested directions for outcome evaluation subject to review by program staff.
3. Plan and implement methods on evaluation of any and all necessary media and policy activities per the Young Adult Community Action Project 2001-04 young adult workplan.
4. When revisions to an existing plan are made, provide consultation on necessary changes to the outcome evaluation section.
5. Write all necessary evaluation reports required by the workplan.
6. Prepare written report documenting activities and impact on clients and community.

B. Scope of Work Activities

1. Evaluator will design an intercept survey instrument and survey protocol. Survey questions will assess respondents' attitudes toward tobacco use, exposure to

secondhand smoke and will collect information about where young adults live, work and play in South County. Evaluator will conduct a special two-hour training with YAA interviewers to make sure they know how to properly administer the survey.

2. Evaluator will conduct a preliminary quantitative analysis of the results. Evaluator will meet with PD, PC and YAA for an in-depth discussion of the intercept survey evaluation results.
3. Evaluation Report: The 600 intercept interviews conducted at the start of the project will be designed and analyzed by the Evaluator. Written report of findings will form the Pre-Test or Baseline Survey for this project. Report will detail where young adults live, work and play in southern San Mateo County and will document respondents' attitudes toward tobacco use and exposure to secondhand smoke in home, work and entertainment/free time settings. Evaluator will update the intercept interview instrument, including educational materials, media placements and advocacy activities undertaken during the project. Using the same rigorous sampling procedures, young adult action team members will conduct another 600 interviews at the conclusion of Year Three. The Evaluator will enter this data, analyze it and compare it to the Pre-Test information. The findings will be included in a comprehensive Post-Test Report.
4. Case Studies: The Evaluator will develop three case studies about (1) the entertainment/free time Advocacy Initiative, (2) the Housing and Home Advocacy Initiative, and (3) the Work Site Advocacy Initiative. He will review all relevant documents and/or tracking measures and he will interview all relevant personnel, including staff and action team members. He will attend staff strategy meetings. When appropriate, he will also interview selected entertainment/free time site managers, apartment managers, rental agents, or work site managers.

The evaluator will write an interim study at the end of Year One for the Entertainment/Free- time Advocacy Initiative. It will include a description of activities, plus a discussion of successes and challenges and how they were handled. At the end of Year Two the evaluator will write an interim study for the Housing and Home Advocacy Initiative and the Work Site Advocacy Initiative and update the case study from the previous year. The evaluator will update all three case studies at the conclusion of Year Three. In this way, the case study will provide a tight feedback loop on our advocacy activities, supplementing staff and action team considerations and guiding the future direction of the project. The study will supply a blueprint for other programs to duplicate this project activity.

## II. Administrative and Reporting Requirements

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

- A. Assure that activities are culture, age and gender sensitive.
- B. Send a representative to the following programs:

1. TPP Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
  2. Tobacco education ethnic network, regional or statewide programs, meetings and conferences (optional, as time allows).
- C. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
1. Completed monthly evaluation forms with both qualitative and quantitative responses;
    - a. Materials developed during the month (flyers, invitations, programs, etc.).
- D. Present an oral report at the final TEC Coalition meeting of each fiscal year during the contract term.
- E. 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 from 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.
- F. 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.
- G. 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.

III. Rates of Payment

In full consideration of services rendered in accordance with the terms of this Agreement, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Director of Human Services or her designee.

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 FIFTY THOUSAND DOLLARS (\$50,000). 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 Payments</u>
FY 2001-02	\$3,333.33 (January through June)	\$20,000
FY 2002-03	\$ 833.33	\$10,000
FY 2003-04	\$1,666.67	\$20,000

2. Contractor shall submit a monthly invoice by the fifteenth day of the month following services. The Alcohol and Drug Services Manager or her designee shall review and approve all invoices prior to processing for payment.
3. 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 B. 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.
4. 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.
5. All payments under this Agreement must directly support services specified in this Agreement.

## EXHIBIT C

MARTIN L. FORST  
Tobacco Prevention Program Evaluation Services  
September 1, 2001 through August 31, 2003

TPP evaluation consultation services supported by funds received through a grant from the California Department of Health Services, Tobacco Control Section, funded by the American Legacy Foundation.

Contractor will provide the following evaluation services for the TPP. All payments under this agreement must directly support services specified in this agreement.

I. Conduct a review with input from program staff of the FY2001-03 Youth Coalition for Tobacco Prevention, funded by the California Department of Health Services, Tobacco Control Section. Based on this review, develop outcome evaluation for program components. Contractor will provide approximately 60 hours of evaluation services in FY 2001-2002 and FY 2003-2004 in support of this grant.

- A. Meet quarterly with staff to review progress of evaluation plan and implementation. Advise on appropriateness of data collected.
- B. Develop appropriate evaluation tools and suggested directions for outcome evaluation subject to review by program staff.
- C. Plan and implement methods on evaluation of any and all necessary media and policy activities per the Youth Coalition for Tobacco Prevention FY 2001-03 workplan.
- D. When revisions to an existing plan are made, provide input into changes in outcome evaluation section.
- E. Assist Tobacco Prevention Program in end of contract evaluation reports and provide recommendations for future reports.
- F. Prepare written report documenting activities and impact on clients and community.

II. Administrative and Reporting Requirements

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

- A. Assure that activities are culture, age and gender sensitive.
- B. Send a representative to the following programs:
  - 1. Tobacco Prevention Program (TPP) Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
  - 2. Tobacco education ethnic network, regional or statewide programs, meetings and



conferences (optional, as time allows).

- C. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
  - 1. Completed monthly evaluation forms with both qualitative and quantitative responses;
    - a. Materials developed during the month (flyers, invitations, programs, etc.).
- D. Present an oral report at the final TEC Coalition meeting of each fiscal year during the contract term.

### III. Rates of Payment

In full consideration of services rendered in accordance with the terms of this Agreement, County shall pay Contractor in the following manner unless otherwise specifically authorized by the Director of Human Services or her designee. In full consideration of the tobacco prevention services provided by Contractor, County shall pay Contractor as follows:

- A. Total payments to Contractor by County shall not exceed SIX THOUSAND DOLLARS (\$6,000) for services provided during the period September 1, 2001 through August 31, 2003. 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	\$416.67 (January through June)	\$2,500
FY 2002-03	\$250.00	\$3,000
FY 2003-04	\$250.00 (July, August)	\$ 500

- B. Contractor shall submit a monthly invoice by the fifteenth day of the month following services. The Alcohol and Drug Services Manager or her designee shall review and approve all invoices prior to processing for payment.
- 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 C.
- 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.

COUNTY OF SAN MATEO  
MEMORANDUM

DATE: 12-6-01  
TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163  
FROM: Esther Lucas FAX: 802-6440 PONY: HSA202PE PHONE: 802-6432  
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Martin L. Forst

DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES: No

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: None

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Evaluation of  
Tobacco Prevention Services

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Motor Vehicle Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Professional Liability	_____	_____	<input checked="" type="checkbox"/>	_____
Worker's Compensation	_____	_____	<input checked="" type="checkbox"/>	_____

REMARKS/COMMENTS: Please Waive

Priscilla Morse  
Risk Management Signature Date