



AGREEMENT BETWEEN
COUNTY OF SAN MATEO

AND

***AMERICAN LUNG ASSOCIATION OF SAN FRANCISCO AND
SAN MATEO COUNTIES***

For the Period of

January 1, 2003 through June 30, 2004

Agency Contact:

Esther Lucas

Human Services Analyst

(650) 802-6432

**AGREEMENT WITH
AMERICAN LUNG ASSOCIATION OF SAN FRANCISCO AND SAN MATEO
COUNTIES
FOR TOBACCO CESSATION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and AMERICAN LUNG ASSOCIATION OF SAN FRANCISCO AND SAN MATEO COUNTIES, 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 cessation services in accordance with state and federal laws, regulations and funding mandates.

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

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A:	Description of Services
Exhibit B:	Rates of Payment & Approved Budget
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 Exhibit B herein, Contractor shall perform tobacco cessation services as set forth in this Agreement, and Exhibit A to the Agreement.

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibit(s), the amount that County shall pay for services rendered under this Agreement shall not exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in Exhibit B to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibit(s) herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits herein. 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. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Exhibit A based upon unavailability of federal, state, or County funds, by providing thirty (30) days' written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget that reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency, the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between 10% and 20% of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

4. **Relationship of Parties** It is expressly understood that this is an Agreement between two (2) independent parties 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) damages 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 the Human Services Agency 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.

B. 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.

C. 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.....	\$ <u>1,000,000</u>
(b)	Automobile Liability.....	\$ <u>1,000,000</u>
(c)	Professional Liability.....	\$ <u>-0-</u>

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. 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.

E. 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. 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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of the 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 applicant 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 or omitted 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. Assignments and Subcontracts

A. Without the written consent of the Director of the Human Services Agency 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 the Human

Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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.

10. **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.

11. **Compliance with Applicable Laws**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, County or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. **Entire Agreement**

A. 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.

B. 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.

13. **Interpretation and Enforcement**

A. **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.

B. **Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Attachment or Exhibit, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. **Term of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2003, through June 30, 2004.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

15. **Notices**

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:
American Lung Association of San Francisco and San
Mateo Counties
2171 Junipero Serra Blvd., Suite 720
Daly City, CA 94014

16. **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; and
- 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; and 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

AMERICAN LUNG ASSOCIATION OF SAN
FRANCISCO AND SAN MATEO COUNTIES

Linda Diritello-Joy, President & CEO

Name, Title - Print



Signature

Date: *Feb. 21, 2003*

EXHIBIT A
DESCRIPTION OF SERVICES

**AMERICAN LUNG ASSOCIATION OF SAN FRANCISCO AND
SAN MATEO COUNTIES**

Tobacco Cessation Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

Contractor will provide the following tobacco cessation services to residents of San Mateo County at mutually agreed upon location(s) in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

I. Tobacco Cessation Services

A. Facilitator Training

1. Using the Not-On-Tobacco (N-O-T) curriculum, thirty (30) tobacco cessation facilitators will be trained and certified.
 - a. Contractor will conduct outreach to recruit prospective cessation facilitators to participate in one of three cessation facilitator-training workshops.
 - 1) Workshop participants will be non-smokers and have experience with youth and health promotion.
 - 2) Outreach will be conducted through community based organizations, hospitals, health centers, relevant city agencies and in the recovery community.
 - b. Prepare a supplement to the N-O-T training curriculum, which reflects the latest research on nicotine addiction and tobacco cessation for youth in recovery. Add this segment to the N-O-T training agenda.
 - c. Train and certify cessation facilitators.
Contractor will conduct three (3), one (1)-day youth cessation facilitator-training workshops.
 - d. Match tobacco cessation facilitators with N-O-T host sites. Prepare and finalize contracts with facilitators to conduct youth smoking cessation classes.
2. **Youth Smoking Cessation**
Using the American Lung Association N-O-T curriculum, at least twelve

(12) youth smoking cessation workshops will be conducted in San Mateo County, with a total of one hundred (100) youth ages eighteen (18) and under.

- a. Recruit high school, Juvenile Probation Department and other youth serving agencies to host the youth serving agencies to host the youth cessation classes. Identify a coordinator at each site. Collaborate with the San Mateo County Office of Education in the recruitment of high schools.
 - b. Assign tobacco cessation facilitators to various N-O-T host sites.
 - c. Prepare and finalize contracts with facilitators to conduct youth smoking cessation classes. This will include school sites where there are no Tobacco Use Prevention and Education (TUPE) funds to conduct cessation. Contracts will be made directly with the TUPE coordinator.
 - d. Prepare and finalize a Memorandum of Understanding (MOU) with high schools to ensure that cessation interventions will not supplant existing TUPE programs.
 - e. Recruit youth for cessation classes by conducting fifteen (15) tobacco cessation awareness presentations. There will be at least one (1) presentation per site in order to raise youth motivation to quit smoking. Quit kits will be distributed at each of the presentations.
 - f. Recruitment of additional youth will be conducted through teen health centers and the medical offices of pediatricians and primary care providers in collaboration with the Smoke Free Start for Families Program.
 - g. Conduct outreach on school campuses.
 - h. Each smoking cessation workshop will consist of eight (8) to ten (10) sessions.
 - i. Participants will complete at least six (6) sessions in order to be counted towards total number served.
 - j. Conduct three (3) month follow-up with clinic participants.
3. Smoking Cessation for Youth in Substance Abuse Treatment
Substance abuse treatment agencies, serving youth in San Mateo County, will host at least four (4) smoking cessation workshops serving at least fifty

(50) youth ages eighteen (18) and under. At least one workshop will be co-facilitated with Walden House.

- a. Conduct planning meeting with El Centro de Libertad, Project 90 (Intermission House) and Walden House to disseminate N-O-T pilot findings conducted in October 2002.
- b. Complete a Memorandum of Understanding (MOU) with each collaborating agency to describe the agency responsibilities with respect to participating in these services. Provide a stipend of FIVE HUNDRED DOLLARS (\$500) to each agency that meets the responsibilities described in the MOU.
- c. Finalize the youth tobacco use assessment survey for use by providers in the recovery setting.
- d. Conduct one to two (1-2) staff in-service meetings or trainings at El Centro de Libertad and Project 90 to raise awareness about the importance of tobacco cessation as part of substance abuse recovery process. In-service will include training on youth tobacco use assessment survey and follow up.
- e. Recruit youth for cessation classes by conducting youth tobacco cessation awareness presentations at El Centro de Libertad (Half Moon Bay and Redwood City), and Project 90 (San Mateo). Co-facilitate at least one (1) tobacco cessation awareness presentation with Walden House.
- f. Continue to meet every other month with treatment providers at El Centro de Libertad, Project 90, Asian American Recovery Services and Walden House as needed.
- g. Expand efforts to Asian American Recovery Services and the Women's Recovery Association.
- h. Each smoking cessation workshop will consist of eight (8) to ten (10) sessions.
- i. Participants will complete at least six (6) sessions in order to be counted towards total number served.
- j. Conduct three (3) month follow-up with clinic participants.

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 language, culture, age and gender sensitive.
2. Send a representative to the following programs:
 - a. Regularly scheduled quarterly Tobacco Education Coalition (TEC) meetings.
 - b. TEC Youth Advisory Committee, Youth Coalition, and the Youth Appreciation Ceremony (May 2003).
 - c. The Liberate Yourself From Tobacco Policy Committee (TPC) organized by Walden House.
 - d. TPP Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
 - e. Tobacco education ethnic network, regional or statewide programs, meetings and conferences (optional, as time allows).
3. Maintain service delivery documentation for all direct services that will include, but not be limited to:
 - a. Sign-in sheets
 - b. Activity logs
4. Maintain documentation of referral criteria, evaluation materials, and reports pertaining to program activities.
5. Maintain all documentation necessary to report on progress toward outcome objectives of services.
6. Submit to Alcohol and Drug Services any tobacco prevention outcome objectives data and reports as directed by the County Alcohol and Drug Services Administrator or her designee.
7. Provide other documentation and statistical information as determined by the Alcohol and Drug Services Administrator in consultation with Contractor.

8. Administer tobacco prevention program surveys as directed by the Alcohol and Drug Services Administrator or her designee.
9. Submit quarterly progress reports by the fifteenth (15th) day following the end of the previous quarter. Include with quarterly progress reports:
 - a. Summary of activities for the quarter, including meetings attended, sessions conducted and number of clients served.
 - b. Materials developed during the quarter (flyers, invitations, programs, etc.).
10. Submit a written End-of-Project report by July 15, 2004.
11. Present an oral report at the final TEC (Tobacco Education Coalition) meeting during the contract term.
12. TPP staff will conduct two (2) site reviews of Contractor's program.

C. Performance Measures

Contractor will work collaboratively with Tobacco Prevention Program staff to design and implement a simple method of conducting outcome or impact evaluations that can be completed by June 30, 2004.

1. A pre and post test of youth cessation participants from the general population will show at least a twenty-five (25) to thirty (30) percent quit rate and a thirty (30) to thirty-five (35) percent reduction in cigarettes smoked by the end of the class. A twenty (20) to twenty-five (25) percent quit rate will be measured by a three (3) month follow up.
2. A pre and post test of youth cessation participants from substance abuse recovery agencies will show at least a twenty-five (25) to thirty (30) percent quit rate and a thirty (30) to thirty-five (35) percent reduction in cigarette smoked at the end of the class. A twenty (20) to twenty-five (25) percent quit rate will be measured by a three (3) month follow-up.

EXHIBIT B
RATES OF PAYMENT

**AMERICAN LUNG ASSOCIATION OF SAN FRANCISCO AND
SAN MATEO COUNTIES**

Tobacco Cessation Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

I. Rates of Payment

In full consideration of the tobacco cessation services provided by Contractor, County shall pay Contractor as follows:

- A. County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor's approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the invoiced month. All payments under this Agreement must directly support services specified in this Agreement.
 - 1. 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 Section I of Exhibit A.
- B. Total payments to contractor under this Agreement shall not exceed the maximum contract obligation of SIXTY-FIVE THOUSAND DOLLARS (\$65,000).
- C. County may terminate this Agreement or a portion of the services referred to in the Exhibit based upon availability of federal, state, or County funds by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.
- 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 are 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.

EXHIBIT B

San Mateo County Tobacco Prevention Program

ATTACHMENT 1

Agency Name: American Lung Association of San Francisco & San Mateo Counties .

PROPOSED CONTRACT EXPENDITURE BUDGET

I. PERSONNEL & FRINGE BENEFITS (List each position)	FTE	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003- June 30, 2004	Total	Justification Number
Project Director (Evelyn Castillo)	.30		\$ 7,500	\$ 15,890	\$ 23,390	
Project Coordinator (Tulay Can)	.15		\$ 2,592	\$ 5,592	\$ 8,184	
Fringe Benefits @ 21%			\$ 2,119	\$ 4,511	\$ 6,630	
In Kind/ Other						
SUBTOTAL			\$12,211	\$ 25,993	\$ 38,204	

II. EQUIPMENT					
1. Small and/or Office Equipment					
2. Equipment Lease					
3. Maintenance					
4. Other					
SUBTOTAL			- 0 -	- 0 -	- 0 -

III. TRAVEL					
1. Mileage			\$ 720	\$ 1,062	\$ 1,782
2. Conferences, Workshops					
3. Other					
SUBTOTAL			\$ 720	\$ 1,062	\$ 1,782

EXHIBIT B**San Mateo County Tobacco Prevention Program****ATTACHMENT 1****Agency Name: American Lung Association of San Francisco & San Mateo Counties****PROPOSED CONTRACT EXPENDITURE BUDGET**

IV. OTHER COSTS	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003- June 30, 2004	Total	Justification Number
1 Rent		\$ 3,163	\$ 6,629	\$ 9,792	
2 Utilities					
3 Telephone					
4 Office Supplies		\$ 540		\$ 540	
5 Postage/Mailing		\$ 306		\$ 306	
6 Printing/ Duplication		\$ 200	\$ 480	\$ 680	
7 Insurance		\$ 232	\$ 464	\$ 696	
8 Audit and Fiscal Costs					
9 Consultation: - Not-On-Tobacco Facilitators		\$ 1,600	\$ 2,800	\$ 4,400	
10. Membership					
11. Other:					
- El Centro de Libertad, Project 90, and potentially Asian Recovery Services organization stipends		\$ 1,500	\$ 2,250	\$ 3,750	
- Training Workshop: N-O-T binders, etc		\$ 750	\$ 1,500	\$ 2,250	
- Incentives for Youth		\$ 1,000	\$ 1,600	\$ 2,600	
SUBTOTAL		\$ 9,291	\$ 15,723	\$ 25,014	
TOTAL		\$ 22,222	\$ 42,778	\$ 65,000	

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.

Linda Ciritella-Jay, President & CEO
Name of 504 Person - Type or Print

American Lung Association of San Francisco & San Mateo County
Name of Contractor(s) - Type or Print Street Address or P.O. Box

2171 Junipero Serra, #720 Daly City, CA 94014
City State Zip Code

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

2-21-03 [Signature] President & CEO
Date 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

Name of Contractor

for

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his/her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.



Name (Signature)

President & CEO
Title

2-21-03
Date

ATTACHMENT 3

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

I. Vendor Identification

Name of Contractor: American Lung Association
Contact Person: Linda Civitello-Joy
Address: 2171 Junipero Serra Blvd # 72
Daly City, CA 94014
Phone Number: 650-994-5864 Fax Number: 994-4601

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 21 day of February, 2008 at Daly City
(City)

[Signature] Linda Civitello-Joy
Signature Name (Please print)
President & CEO
Title

SAN MATEO COUNTY
MEMORANDUM

DATE: 6/28/02

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: American Lung Association of San Francisco
and San Mateo Counties

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:

Smoking cessation services

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	0	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS: Renewal of contract

Priscilla Morse 7-1-02

Risk Management Signature

Date

POLICYHOLDER COPY

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

DEC 20 2002

ISSUE DATE: 08-28-2002

GROUP:
POLICY NUMBER: 0777884-2003
CERTIFICATE ID: 17
CERTIFICATE EXPIRES: 01-01-2004
01-01-2003/01-01-2004

COUNTY OF SAN MATEO NA
HUMAN SERVICES AGENCY ATTN: SUE HENKIN-HAAF
400 HARBOR BLVD. BLDG. C.
BELMONT CA 94002

This is to certify that we have issued a valid Workers' 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.

Thomas Hansen

AUTHORIZED REPRESENTATIVE

Kenneth C. Bollier

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

EMPLOYER

AMERICAN LUNG ASSOCIATION OF SAN FRANCISCO
SAN MATEO COUNTY
(A NON-PROFIT CORP)
2171 JUNIPERO SERRA BLVD STE 720
DALY CITY CA 94014

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP 10 CL ALAO-35	DATE (MM/DD/YY) 07/25/02
PRODUCER SCS Agency, Inc. P.O. Box 220493 11 Grace Avenue - Suite 300 Great Neck NY 11022-0493 Phone: 516-466-6007 Fax: 516-829-5857		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.	
INSURED		INSURERS AFFORDING COVERAGE	
AIA Of San Francisco & San Mateo Counties 2171 Junipero Serra Blvd Daly City CA 94014		INSURER A: Philadelphia Insurance Company	
		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.

INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PHFX-026859	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$15,000
					PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG \$3,000,000
A	AUTOMOBILE LIABILITY	PHFX-026859	07/01/02	07/01/03	COMBINED SINGLE LIMIT (EA accident) \$51,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIREN AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS ADD'L INSURED AS RESPECTS TO SAID GRANT.

CERTIFICATE HOLDER: <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: <input checked="" type="checkbox"/>	CANCELLATION
COUNTY OF SAN MATEO HUMAN SERVICES AGENCY 400 HARBOR BLVD., BLDG. C BELMONT, CA 94002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO GIVE 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:



AGREEMENT BETWEEN
COUNTY OF SAN MATEO

AND

RON CARINO
For the Period of

January 1, 2003 through June 30, 2004

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

**AGREEMENT WITH
RON CARINO
FOR TOBACCO PREVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and RON CARINO, 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 services in accordance with state and federal laws, regulations and funding mandates.

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

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A:	Description of Services
Exhibit B:	Rates of Payment & Approved Budget
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 Exhibit B herein, Contractor shall perform tobacco prevention services as set forth in this Agreement, and Exhibit A to the Agreement.

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibit(s), the amount that County shall pay for services rendered under this Agreement shall not exceed SEVENTY THOUSAND DOLLARS (\$70,000) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in Exhibit B to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibit(s) herein. In the event the the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibit(s) herein. 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. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibit(s) based upon unavailability of federal, state, or County funds, by providing thirty (30) days' written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget that reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency, the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between 10% and 20% of the maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

4. **Relationship of Parties** It is expressly understood that this is an Agreement between two (2) independent parties 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) damages 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 the Human Services Agency 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.

B. 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.

C. 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.....	\$ <u>1,000,000</u>
(b)	Automobile Liability.....	\$ <u>1,000,000</u>
(c)	Professional Liability.....	\$ <u>-0-</u>

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. 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.

E. 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. 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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of the 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 applicant 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 or omitted 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 fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. Assignments and Subcontracts

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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.

10. **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.

11. **Compliance with Applicable Laws**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, County or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. **Entire Agreement**

A. 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.

B. 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.

13. **Interpretation and Enforcement**

A. **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.

B. **Meet and Confer/Mediation**

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Attachment or Exhibit, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. **Term of the Agreement**

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2003, through June 30, 2004.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

15. **Notices**

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:

Ron Carino
22304 City Center Drive #3314
Hayward, CA 94541

16. **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; and
- 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; and 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

RON CARINO

RON CARINO, PROJECT DIRECTOR

Name Title Print



Signature

Date: FEBRUARY 26, 2003

Exhibit A
DESCRIPTION OF SERVICES
Ron Carino

Tobacco Prevention Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

Contractor will provide the following Tobacco Prevention Services in San Mateo County. All payments under this agreement must directly support services specified in this Agreement.

I. Tobacco Prevention Services

A. Countering Tobacco Industry Sponsorship

1. Contractor will identify 30 community-based organizations serving young adults between the ages of 18-24 as not accepting tobacco-industry support through the following activities.
 - a. Design and conduct a pre-intervention survey (baseline assessment) of college and community based organizations to determine how young people perceive tobacco control issues.
 - b. Determine the number of organizations receiving tobacco industry sponsorship and/or dollars from the pre-intervention survey.
 - c. Conduct post-intervention survey to detect changes in the number of organizations not accepting tobacco funds or sponsorship and knowledge about tobacco use and its health affects.
 - d. Collect pledges from organizations that cater to young adults agreeing not to accept tobacco industry support.
2. Spearhead the adoption of an organizational policy to not accept tobacco industry contributions or sponsorships by 20 organizations.
 - a. Adopt the statewide campaign committed to eliminating tobacco company sponsorship, Project SMART (Sponsorship Mission: Avoid Reliance on Tobacco) Money's tobacco free funding model policy and fact sheet.
 - b. Create a model policy for organizations to not accept tobacco industry contributions and fact sheets on the effect of the

tobacco industry's presence in the community, specifically to the young adult communities.

- c. Provide technical assistance through training on Alternative Sources of Funding to organizations that have not accepted tobacco industry funds. Offer ongoing opportunities to attend Alternative Sources of Funding training.
- d. Acknowledge organizations that have signed a tobacco-free funding policy with an award presented at the tobacco-free multicultural event described in Section I.B. of Exhibit A below.

B. Planning and Implementation of a Tobacco-Free Multicultural Event entitled *Burnt: Rising Above the Ashes*.

1. Educate young people and their families on how the tobacco industry has manipulated their communities through the event including performing arts, such as music, dance, play, poetry, and motivational speeches.
 - a. Distribute flyers to announce an open call for performers and organizations, targeting San Mateo County residents wishing to display and distribute information at the event in regards to tobacco prevention education and young adults.
 - b. Conduct auditions (video cassette) for prospective performers, focusing on the majority of them to be San Mateo County residents.
 - c. Convene a panel of volunteer judges made up of young adults and event coordinators.
 - d. Invite tobacco control advocates as motivational speakers for the event.
 - e. Coordinate volunteer activities for all matters relating to the preparation, execution, and clean up for the event.
 - f. Conduct performer and staff retreat to educate all participants and organizers on tobacco related issues and to complete a dress rehearsal.
 - g. Present awards to organizations that sign a policy not to accept tobacco industry support.

- h. Present awards to performers who pledge to live tobacco free lives and donate their time.
 - i. Attain a minimum of 20 signatures from event performers pledging to be tobacco-free.
 - j. Collect pledges from at least 15% of *Burnt* attendees to remain tobacco-free.
- B. Develop and produce an advertisement and flyers for the *Burnt: Rising Above the Ashes* event.
- 1. Produce a 30-second public service announcement with the emphasis on tobacco prevention catering to young adults as well as promoting tobacco-free multi-cultural event called: *Burnt: Rising Above the Ashes*.
 - 2. Collaborate with AT&T broadband to air the public service announcement within the boundaries of the Bay Area, with a strong emphasis on San Mateo County.
 - 3. Create a series of flyers to be handed out to promote awareness of *Burnt: Rising Above the Ashes*.

II. 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.

- A. Assure that activities are language, culture, age and gender sensitive and appropriate.
- B. Have a representative at each of the following meetings and programs:
 - 1. Be present at each of the Tobacco Education Coalition (TEC) regularly scheduled quarterly meetings.
 - 2. TEC Youth Workgroup, Youth Coalition and Youth Appreciation Ceremony
 - 3. TPP Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
- C. Collaborate with the Tobacco Prevention Program (TPP) media and social marketing consultant.

- D. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
1. Summary of activities for the month, including meetings attended, sessions conducted and number of participants served;
 2. Lists and copies of materials developed during the month (flyers, invitations, programs, etc.)
 3. Completed monthly evaluation forms with both qualitative and quantitative responses.
- E. Annual program site review.
- F. Final oral presentation, site and audience to be determined.
- G. Submit a written year-end report that will include a final qualitative report and quantitative reconciliation by July 15, 2004.

EXHIBIT B
RATES OF PAYMENT

RON CARINO

Tobacco Prevention Services Supported by Tobacco Master Settlement Agreement Funds
January 1, 2003 through June 30, 2004

I. Rates of Payment

In full consideration of the tobacco prevention services provided by Contractor, County shall pay Contractor as follows:

- A. County will pay Contractor start-up funds in the amount of TWENTY SIX THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$26,733) after receipt of Contractor's invoice upon execution of this Agreement.
1. Payment shall be based upon estimate of Contractor's actual start-up costs and shall be made in advance upon approval of this Agreement and Contractor's itemized statement of start-up costs by the Alcohol and Drug Services Administrator or her designee. Reconciliation of payments and costs will be made upon submission of receipts by Contractor to the County for actual costs on a monthly basis. In no case will the maximum County obligation for start-up funds under this Agreement exceed TWENTY SIX THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$26,733).
 2. In addition, County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor's approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the invoiced month. All payments under this Agreement must directly support services specified in this Agreement.
 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 A.
- B. Total payments to Contractor under this Agreement shall not exceed the maximum contract obligation of SEVENTY THOUSAND DOLLARS (\$70,000).
- C. County may terminate this Agreement or a portion of the services referred to in the Exhibit based upon availability of federal, state, or County funds

by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

- 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 are 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.

EXHIBIT B

ATTACHMENT 1

San Mateo County Tobacco Prevention Program

Agency Name: Ron Carino

18 - MONTH PROJECT / TOTAL: \$70,000

I. PERSONNEL	FTE	Start-Up Costs	Jan. 1, 2003 - June 30, 2003	July 1, 2003 - June 30, 2004	Total	Justification Number
Program Director	50%		\$6,036.00	\$12,074.00	\$18,110.00	1
Community Coordinator	38%		\$4,800.00	\$9,600.00	\$14,400.00	2
SUBTOTAL					\$32,510.00	
II. EQUIPMENT						
Office Equipment		\$1,520.00			\$1,520.00	3
SUBTOTAL					\$1,520.00	
III. TRAVEL						
Mileage/Travel		\$1,500.00			\$1,500.00	4
SUBTOTAL					\$1,500.00	
IV. OTHER COSTS						
Rent		\$9,262.50		\$3,757.50	\$13,020.00	5
*Insurance		\$1,000.00			\$1,000.00	6
Utilities			\$600.00	\$600.00	\$1,200.00	7
Office Supplies		\$1,500.00			\$1,500.00	8
Telephone		\$1,200.00			\$1,200.00	9
Subcontractors		\$7,750.00			\$7,750.00	10
Advertisement/Promotions		\$3,000.00	2,800.00		\$5,800.00	11
Retreat			\$3,000.00		\$3,000.00	12
SUBTOTAL					\$34,470.00	
TOTAL		\$26,732.50	\$17,236.00	\$26,031.50	\$70,000.00	

***Insurance Requirement:** Insurance Certificate will be provided upon approval and receipt of grant award.

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.

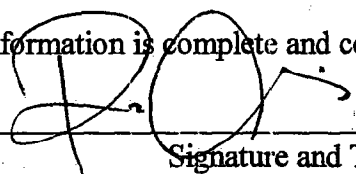
- b. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person		Type or Print			
Ron Carino	22304 City Center Drive#3314				
Name of Contractor(s)		Type or Print			
Hayward	CA	94541			
City		State		Zip Code	

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

FEBRUARY 26, 2003

Date

 PROJECT DIRECTOR

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

RON CARINO

Name of Contractor

for
PREVENTION

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his/her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 or 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 fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.


Name (Signature)

PROJECT DIRECTOR

Title

FEBRUARY 26, 2003

Date

ATTACHMENT 3

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

I. Vendor Identification

Name of Contractor: RON CARINO
Contact Person: _____
Address: 22304 CITY CENTER DRIVE #3314
HAYWARD, CA. 94541
Phone Number: 910-676-7367 Fax Number: 510-886-3674

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 26th day of FEBRUARY, 2009 at BELMONT, CA.
(City)
RON CARINO
Signature Name (Please print)
PROJECT DIRECTOR
Title

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 2/27/03

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: Ron Carino

DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES: yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: 0

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Tobacco prevention activities; countering tobacco industry sponsorship of community organizations; tobacco-free multicultural event.

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$2M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1M	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	—	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	—	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/26/2003

PRODUCER (650)341-4484 FAX (650)341-4465
Business Professional Ins. Assoc. Inc.
1519 South B Street
San Mateo, CA 94402
Isabel Guzman

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

INSURED **Ron Carino**
22304 City Center Drive #3314
Hayward, CA 94541

INSURER A: **Safeco**
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	02-BP-009598-1	01/27/2003	01/27/2004	EACH OCCURRENCE \$ 1,000,00
					FIRE DAMAGE (Any one fire) \$ Incl
					MED EXP (Any one person) \$ 10,00
					PERSONAL & ADV INJURY \$ Incl
					GENERAL AGGREGATE \$ 2,000,00
					PRODUCTS - COMP/OP AGG \$ 1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
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	02-BP-009598-1	01/27/2003	01/27/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00
					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 EA ACC \$ AUTO ONLY: 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 \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder is named as Additional Insured as their interest may appear with respects to insured's operation.

*10 Day Notice for Non-Payment of Premium.

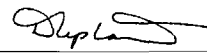
CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: **A** CANCELLATION

County of San Mateo
Alcohol and Other Drug Services
400 Harbor Boulevard, Bldg C
Belmont, CA 94002

02 FEB 27 P 1:48
ALCOHOL & DRUG SERVICES AGENCY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Debbie Upland (22)/ISABEL



February 27, 2003

Jackie Taylor
San Mateo County Human Services Agency
400 Harbor Boulevard, Building C
Belmont, CA 94002

Dear Jackie:

This letter is to formally inform you that as an individual independent contractor, I do not and will not have employees under my supervision. Therefore, I am requesting that the workers' compensation insurance requirement be waived from my grant.

I thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Carino". The signature is stylized with large loops and a long horizontal stroke extending to the right.

Ron Carino
Project Director



AGREEMENT BETWEEN
COUNTY OF SAN MATEO

AND

O'RORKE, INC.

For the Period of

January 1, 2003 through June 30, 2004

Agency Contact:

Esther Lucas

Human Services Analyst

(650) 802-6432

**AGREEMENT WITH
O'RORKE, INC.
FOR TOBACCO SOCIAL MARKETING/MEDIA SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County" and O'RORKE, INC., 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 social marketing/media services in accordance with state and federal laws, regulations and funding mandates.

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

1. Exhibits and Attachments

The following Exhibits and Attachments are attached hereto and incorporated by reference herein.

Exhibit A:	Description of Services
Exhibit B:	Rates of Payment & Approved Budget
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 Exhibit B herein, Contractor shall perform tobacco social marketing/media services as set forth in this Agreement, and Exhibit A to the Agreement.

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Exhibit(s), the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY-FIVE THOUSAND

DOLLARS (\$165,000) for the contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in Exhibit B to this Agreement. Any rate increase is subject to the approval of the Director of the Human Services Agency or her designee, and shall not be binding on County unless so approved in writing. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibit(s) herein. In the event the Director of the Human Services Agency or her designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, she shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibit(s) herein. 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. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the fifteenth (15th) day of each month.

D. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibit(s) based upon unavailability of federal, state, or County funds, by providing thirty (30) days' written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.

E. Program Budget

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. The portions of said budget that reflect services performed or money paid to Contractor pursuant to this Agreement shall be subject to the approval of the Human Services Agency.

2. In the event Contractor determines a reasonable business necessity to transfer funding between personnel and operating expenses specified in the budget submitted to the Human Services Agency, the following will apply:

a. Contractor will notify the Human Services Agency of transfers that in the aggregate are between 10% and 20% of the

maximum contract amount.

b. Contractor will further notify the Human Services Agency of transfers that in the aggregate equal or exceed 20% of the maximum contract amount, and in the event the Director of the Human Services Agency or her designee determines said transfer of 20% or more is inconsistent with the goals and objectives of the County Alcohol and Drug Services, she may require a renegotiation of the Agreement.

4. **Relationship of Parties** It is expressly understood that this is an Agreement between two (2) independent parties 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) damages 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 the Human Services Agency 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.

B. 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.

C. 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.....	\$ <u>1,000,000</u>
(b)	Automobile Liability.....	\$ <u>1,000,000</u>
(c)	Professional Liability.....	\$ <u>-0-</u>

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. 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.

E. 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; and/or
- 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 thirty (30) days of such filing, provided that within such thirty (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. **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. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, County probation department if designated by the County to receive mandated reports, or the County welfare department) described 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 each applicant for employment or a volunteer position at Contractor's program who will have a supervisory or disciplinary power over a minor or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code Section 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at Contractor's expense.

D. The fingerprinting process set forth in subparagraph 8.C. above will be completed and the results of the process will be obtained before any of the 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 applicant 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.

E. Contractor will maintain, and make available to County upon request, a written fingerprint certification required by subparagraph 8.C. above, for each applicant for employment or a volunteer position at the program for whom fingerprinting is required pursuant to subparagraph 8.C. above. Such certification shall state that the individual has been fingerprinted, 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. Fingerprint information received from Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

9. Assignments and Subcontracts

A. Without the written consent of the Director of the Human Services Agency 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 the Human Services Agency 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 the Human Services Agency or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of the Human Services Agency 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.

10. **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.

11. **Compliance with Applicable Laws**

A. 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.

B. In the event of a conflict between the terms of this Agreement and state, federal, County or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

C. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. **Entire Agreement**

A. 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.

B. 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.

13. Interpretation and Enforcement

A. 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.

B. Meet and Confer/Mediation

In the event of any dispute or controversy concerning or relating to any provision of this Agreement or any Attachment or Exhibit, the parties shall first meet and confer directly or through counsel in an attempt to reach a common understanding on the meaning and effect of the provision in dispute. If the meet and confer meeting does not result in resolution of the dispute or controversy, and prior to filing any action in any court of law having competent jurisdiction, the parties may agree to submit the dispute(s) or controversy(ies) to an agreed mediator within thirty (30) days of written request for mediation. Requests to meet and confer and to mediate shall be in writing.

14. Term of the Agreement

A. Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from January 1, 2003, through June 30, 2004.

B. This Agreement may be terminated by Contractor, the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

15. Notices

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:
O'Rorke, Inc.
445 Tehama St.
San Francisco, CA 94103

16. **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; and
- 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; and 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: _____
Rose Jacobs Gibson, President
Board of Supervisors

Date: _____

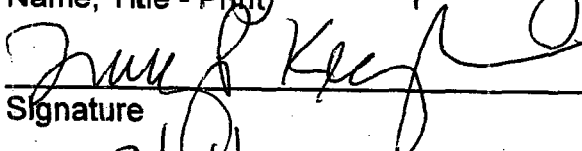
ATTEST:

Clerk of Said Board

Date: _____

O'RORKE, INC.

Tracy Keogh, VP/Managing Director
Name, Title - Print


Signature

Date: 2/24/03

EXHIBIT A
DESCRIPTION OF SERVICES
O'RORKE INC.

Social Marketing/Media Consulting Services
January 1, 2003 through June 30, 2004

Contractor will provide the following social marketing/media consulting services in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will provide the following services:

I. Services Supported by Tobacco Master Settlement Agreement Funds

Contractor will to work with the Tobacco Coalition Media Advisory Committee to provide the following:

A. Social Marketing Plan

1. Design and implement a comprehensive social marketing plan in coordination with at least one existing tobacco prevention, enforcement or cessation provider. The plan will include:
 - a. Research on and segmentation of target population.
 - b. Development of media messages.
 - c. Produce materials as needed.
 - d. Consult with the Tobacco Education Coalition (TEC) Media Advisory Committee to determine appropriate media message.
 - e. Provide the TEC Media Advisory Committee with recommendations and options for media placement.
 - f. Place media messages.
 - g. Evaluate media activities.
2. Provide technical assistance to one (1) to three (3) existing community based prevention or cessation provider(s). Technical assistance may include but is not limited to:
 - a. Target market segmentation.
 - b. Message development.

- c. Materials development (which may include logos, letterhead, brochures and posters).
 - d. Production and placement of media materials.
 - e. Evaluate media activities.
 - f. All social marketing and media technical assistance requests will be submitted and approved by the Tobacco Prevention Program contract monitor.
3. Provide technical assistance with the re-authorization of the Tobacco Retailer Permit Ordinance.
- a. Work with the Tobacco Retailer Permit Ordinance Task Force to develop media messages.
 - b. Place and evaluate media plan.

II. Services Supported by Proposition 99 Funds

Provide social marketing and media technical assistance to the Tobacco Prevention Program in support of the following four (4) community interventions as required in the Proposition 99 plan:

- a. Design and implement a media campaign to raise awareness about the smoke-free bar law or about the tobacco litter law.
- b. Smoke-Free Homes Campaign.
- c. Design and implement a media campaign to raise awareness about tobacco sales to minors in target cities including Pacifica, South San Francisco, and San Mateo.
- d. All social marketing and media technical assistance requests will be submitted and approved by the Tobacco Prevention Program under guidance of the TEC Media Advisory Committee.
- e. Evaluation of Media Activities.

III. Administrative and Reporting Requirements:

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

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

- a. TPP contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members (optional, as time allows).
 - 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. Submit documentation of media spots placed.
 5. Submit a written final report no later than July 15, 2004.
 6. Submit a summary report for all evaluations conducted.
 7. Present an oral report at the final TEC Coalition meeting during the contract term.
 8. Tobacco Prevention Program staff will conduct two (2) site reviews of Contractor's program.

III. Outcome Objectives:

Contractor will work collaboratively with Tobacco Prevention Program staff to design and implement a simple method of conducting outcome or impact evaluations that can be completed by June 30, 2004.

1. Increase the number of media messages reaching San Mateo County residents, focusing on three key areas:
 - a. Preventing at-risk populations from starting to smoke;
 - b. Decreasing tobacco use rates among youth, young adults, adults and the elderly residents of the cities within the County; and
 - c. Increasing awareness about health hazards of tobacco usage.
2. Increase the number of media messages that encourage addicted adult and youth to move towards quitting and market cessation programs, and

increase the number of persons contacting cessation resources.

3. Increase the number of paid media messages and media advocacy strategies that provide information to San Mateo County residents, about compliance with tobacco control laws and publicity about new laws.
4. Increase media messages targeting San Mateo County residents about the dangers of mainstream and alternative tobacco products, and Environmental Tobacco Smoke (ETS) exposure in homes and cars.

EXHIBIT B
RATES OF PAYMENT
O'RORKE, INC.

Tobacco Social Marketing/Media Services
January 1, 2003 through June 30, 2004

I. Rates of Payment

In full consideration of the tobacco social marketing/media services provided by Contractor, County shall pay Contractor as follows:

- A. County shall reimburse Contractor monthly, in arrears, for actual expenditures incurred. All reimbursements will be based upon Contractor's approved program budget. Contractor shall submit a monthly invoice and financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the invoiced month. All payments under this Agreement must directly support services specified in this Agreement. Of the total amount of ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$165,000), FOURTEEN THOUSAND THIRTY-SIX DOLLARS (\$14,036) is available for Proposition 99 funded services and ONE HUNDRED FIFTY THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS (\$150,964) is available for Master Settlement Agreement funded services.
 - 1. 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 Section I of Exhibit A.
- B. Total payments to Contractor under this Agreement shall not exceed the maximum contract obligation of ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000).
- C. County may terminate this Agreement or a portion of the services referred to in the Exhibit based upon availability of federal, state, or County funds by providing thirty (30) days written notice to Contractor. Contractor shall be entitled to receive payment for services rendered under this Agreement during the thirty (30) day period.
- 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 are 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.

III. O'RORKE, INC. BUDGET & BUDGET JUSTIFICATION

A successful public education plan on tobacco prevention must incorporate a variety of strategies and methods, ranging from public and media relations to advertising to community-based outreach. Ideally, all of these strategies will support one another; for example, community outreach activities may also be the subject of a media relations pitch or advertising placements. The effect is that targeted audiences will be exposed to campaign messages multiple times in multiple places. Reinforcing messages from community outreach, public relations, and advertising and greater frequency increases the likelihood that the program will attain its goals.

The plan elements include three categories: public and media relations, community-based outreach services and advertising production and placement costs. Upon formal plan development, we may collectively agree to adjust advertising production and placement activities to accommodate for more service time and vice-versa.

As one recent client pointed out, "It took us awhile to get into this condition; it will take us awhile to get out of it." It will also take more than one method.

A. COMPREHENSIVE SOCIAL MARKETING PLAN DEVELOPMENT AND IMPLEMENTATION

O'Rorke services	\$40,000
New research (focus groups)	\$10,000
Production (may include development of print, outdoor and broadcast ads, and translations as needed)	up to \$20,000
Media placement (may include print, outdoor or broadcast placement of creative)	up to \$40,000
Subtotal	up to \$110,000

B. SOCIAL MARKETING AND MEDIA TECHNICAL ASSISTANCE TO COMMUNITY-BASED ORGANIZATIONS

O'Rorke services	\$30,000
Produce creative for organizations	\$7,000
Media placement	\$17,000
Misc. budget for press conference supplies	\$1,000
Subtotal	\$55,000
Total	up to \$165,000

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.

Name of 504 Person		-	Type or Print
Name of Contractor(s)		-	Type or Print
Street Address or P.O. Box			
City	State	Zip Code	

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

2/22/03 [Signature]
Date 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

ORORKE, INC.

Name of Contractor

for

PUBLIC RELATIONS

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that each applicant for employment or a volunteer position at Contractor's program who will have supervisory or disciplinary power over a minor or any person under his/her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of such minor(s) or person(s) under his or her care. (Penal Code 11105.3(a), as amended in 1990 by AB 2617). All fingerprinting will be at 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 or 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 fingerprint certification for each applicant for employment or a volunteer position at the program for whom fingerprinting is required. 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. Fingerprint information received from the Department of Justice (DOJ) will be retained or disposed of pursuant to DOJ directive.

James King

Name (Signature)

VP/Managing Director

Title

2/24/03

Date

ATTACHMENT 3

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

I. Vendor Identification

Name of Contractor: DORKE INC
Contact Person: TRACY KEOUGH
Address: 443 TEHAMA ST
SAN FRANCISCO CA 94103
Phone Number: 415.543.9119 Fax Number: 415.543.0566

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 24 day of Feb., 2003 at San Francisco
(City)

Tracy P. Keough
Signature Name (Please print)
VP Managing Director
Title

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 2/26/03
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: O'Rourke, Inc.

DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES: yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Social Marketing/media consulting services for tobacco prevention.

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	_____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 2-27-03
Risk Management Signature Date

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder O'Rourke, Maureen, DBA O'Rourke Public Relations
 Address of policyholder 443 Tehama St., 2nd Fl., San Francisco, CA 94103
 Location of operations Same as Above
 Description of operations Advertising

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	
97-25-7602-3	Comprehensive Business Liability	02/22/03	02/22/04	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/>		Each Occurrence	\$ 1,000,000
				General Aggregate	\$ 2,000,000
				Products - Completed Operations Aggregate	\$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE	
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)	
				Each Occurrence	\$
				Aggregate	\$
97-R6-1170	Workers' Compensation and Employers Liability	09/04/02	09/04/03	Part 1 STATUTORY Part 2 BODILY INJURY	
				Each Accident	\$ 100,000
				Disease Each Employee	\$ 100,000
				Disease - Policy Limit	\$ 500,000
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	
003 5615-A30-05E	Auto Policy	01/30/03	07/30/03	1,000,000 single limit	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Additional insured:

Name and Address of Certificate Holder

County of San Mateo
 C/O Jackie Taylor
 Human Services Analyst, Tobacco Prevention Program
 Alcohol & Drug Services
 400 Harbor Blvd. Building C
 Belmont, CA 94002

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative AGENT 02/24/03
 Title _____ Date _____

Agent's Code Stamp

AFO Code 150
R. LEE 2100
AFO F150