

**FIRST AMENDMENT TO THE AGREEMENT WITH
URSA INSTITUTE
FOR TOBACCO PREVENTION SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2003,
by and between the COUNTY OF SAN MATEO, (hereinafter called "County") and
URSA INSTITUTE, (hereinafter called "Contractor").

WITNESSETH

WHEREAS, on March 15, 2002, the parties hereto entered into an Agreement for the furnishing of certain services by Contractor to County as set forth in that Agreement; and

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

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

Change #1: Paragraph 1. Exhibits and Attachments in the body of the Agreement is amended to read as follows:

1. Exhibits and Attachments

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

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

Change #2: Delete Section II. Rates of Payment In Exhibit A.

Change #3: Insert Exhibit B Rates of Payment, attached hereto and incorporated by reference herein.

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

1. The Agreement of March 15, 2002, be amended as set forth herein.
2. All provisions of the original Agreement, including references to audit and fiscal management requirements and all monitoring and evaluation requirements hereinabove, shall be binding on all parties hereto.

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, County of San Mateo

Date: _____

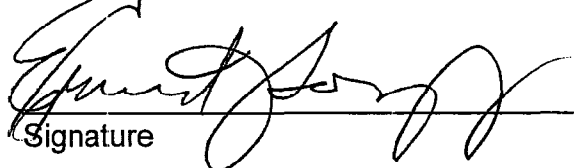
ATTEST:

Clerk of Said Board

Date: _____

URSA INSTITUTE

By: Ernest J. Fazio, Jr. Chief Administrative Officer



Signature

Date: 4.11.03

EXHIBIT B
RATES OF PAYMENT
URSA INSTITUTE

Tobacco Prevention Services Supported by the California Department of Health
Services/Tobacco Control Section
July 1, 2001 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:

1. 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.
 - a. 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.

2. Total payments to Contractor under this Agreement shall not exceed FOUR HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED THIRTY-TWO DOLLARS (\$436,632) for the term of the Agreement. Total payments for each fiscal year within the term of the Agreement are as follows:

| <u>Fiscal Year</u> | <u>Maximum Payment</u> |
|--------------------|------------------------|
| FY 2001-02 | \$165,644 |
| FY 2002-03 | \$125,494 |
| FY 2003-04 | \$145,494 |

3. 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.
4. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that 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.

**SAN MATEO COUNTY
MEMORANDUM**

DATE: 04/11/03

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Ernie Bednar, Human Services Contracts *EB*
FAX: (650) 596-3478 PONY: HSA210

SUBJECT: Contract Insurance Approval

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

CONTRACTOR NAME: URSA Institute

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Tobacco Prevention Services in the Community.

The following will be completed by Risk Management:

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

REMARKS/COMMENTS: This is an updated certificate. Insurance was approved on 3-12-2002.

Priscilla Morse 4-13-03
Risk Management Signature Date

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

INSURED
Polaris Research & Development, Inc.; Four Winds Research; Scientific Analysis Corporation and URSA Institute & 4 Winds Rese.
390 4th Street
San Francisco CA 94107-1729

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

INSURERS AFFORDING COVERAGE

INSURER A: Fireman's Fund Insurance Co.
INSURER B: State Compensation Insurance
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 | <input checked="" type="checkbox"/> GENERAL LIABILITY | MZX80804814 | 09/29/02 | 09/29/03 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$ 50,000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | |
| A | AUTOMOBILE LIABILITY | MZX80804814 | 09/29/02 | 09/29/03 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED 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 EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 157496401 | 11/01/02 | 11/01/03 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | OTHER | | | | |
| | Crime / Employee Dishonesty | MZX80804814 | 09/29/02 | 09/29/03 | \$90,000 |

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

San Mateo County Human Service Agency, Tobacco prevention, is named as Additional Insured as respects to general & automobile liability per operations of the named insured.

NOTE: 10-Day Notice of Cancellation for Nonpayment.

CERTIFICATE HOLDER

Y ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SAN MA
San Mateo County Human Service Agency/Tobacco Prevent
Attn: Susan Henkin-Hass
400 Belmont Blvd., #C
Belmont CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO DOES NOT IMPOSE ANY OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Bill Ryan (415) 345-7106 db