

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

THIS THIRD AMENDMENT TO AN AGREEMENT, entered into on this day _____ of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MARTIN L. FORST, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, on December 28, 2001, the parties hereto entered into a three-year Agreement for the furnishing of tobacco prevention program evaluation services supported by California Department of Health Services Tobacco Control Section (CDHS/TCS) Proposition 99 and Master Tobacco Settlement Agreement Funds; and

WHEREAS, on April 2, 2002 the parties entered into a First Amendment for the furnishing of additional tobacco prevention evaluation services supported by the CDHS/TCS young adult Grant and the CDHS/TCS American Legacy Foundation Youth Coalition Grant; and

WHEREAS, it is now the mutual desire and intent of the parties to further amend the Agreement for the purpose of extending the term of the Agreement to continue services and increasing funds provided through CDHS/TCS Proposition 99, the CDHS/TCS American Legacy Foundation Youth Coalition Grant and the Master Tobacco Settlement Agreement Fund.

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

1. Section 1: Exhibits is hereby amended to read as follows:

Exhibits and Attachments:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A (Revision 1): Tobacco Prevention Program Evaluation Services supported by CDHS/TCS Proposition 99 and Tobacco Master Settlement Agreement Funds and Rates of Payment.

Exhibit B (Revision 1): Tobacco Prevention Program Evaluation Services supported by the State of California Tobacco Control Section Grant Number 01-15513.

Exhibit C (Revision 1) Tobacco Prevention Program Evaluation Services supported by the CDHS/TCS American Legacy Foundation Youth Coalition Grant.

Attachment 1: Equal Benefits Compliance Declaration

2. Exhibit A is hereby deleted and replaced by Exhibit A (Revision 1), which is incorporated by reference herein.
3. Exhibit C is hereby deleted and replaced by Exhibit C (Revision 1), which is incorporated by reference herein.
4. Section 3: Payments, paragraph A: Maximum Amount is hereby amended to read as follows:

In full consideration of Contractor's performance of the services described in Exhibit A, Exhibit B and Exhibit C, the amount that the County shall be obligated to pay for services rendered under this Agreement is increased by **FIFTEEN THOUSAND DOLLARS (\$15,000) to extend MSA evaluation services and THIRTY THOUSAND DOLLARS (\$30,000) to extend Proposition 99 evaluation services, as described in Exhibit A for services through FY 2006-07 and ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) to extend youth coalition evaluation services described in Exhibit C from FY 2003-04 to February 28, 2005 for a total increase of FORTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$46,500). The total Agreement obligation shall not exceed ONE HUNDRED FIFTY FIVE THOUSAND FIVE HUNDRED DOLLARS (\$155,500) for the term of this Agreement.**

5. Section 16: Term of the Agreement is hereby amended to read as follows:

Subject to the compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001 through **June 30, 2007**. This Agreement may be terminated by Contractor, Director of Human services or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

6. All other terms and conditions of the Agreement dated July 1, 2001, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,

have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

Martin L. Forst – Contractor

ATTEST:

Clerk of Said Board

Dated: _____

Name, Title - Print

Martin L. Forst

Signature

Date: *September 14, 2004*

EXHIBIT A (Revision 1)

MARTIN L. FORST

July 1, 2001 though June 30, 2007

Tobacco Prevention Program Evaluation Services Supported by CDHS/TCS Proposition 99
(Prop 99) and Tobacco Master Settlement Agreement (MSA) Funds and Rates of Payment

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

A. Program Evaluation

1. Conduct a review with program staff of the FY2001-07 Prop 99-funded TPP work plans. Based on this review, develop an outcome evaluation for program objectives per State guidelines. Contractor will provide the following evaluation services annually.
 - a. Create appropriate evaluation design for FY 2001-07 Prop 99- funded work plan objectives in consultation with TPP staff.
 - 1) Provide consultation to staff regarding the development of appropriate evaluation tools and suggested directions for outcome evaluation
 - 2) Draft appropriate evaluation tools, as needed
 - 3) Participate in data collection efforts as determined in consultation with TPP staff
 - 4) Provide data analysis and advise staff on appropriateness of data collected, and make recommendations for future planning efforts
 - b. Provide training in appropriate evaluation implementation protocols.
 - c. Meet with staff quarterly regarding evaluation plan and implementation.
 - d. When revisions to an existing plan are needed, provide consultation on necessary changes to the outcome evaluation section.
 - e. Write all necessary evaluation reports required by the work plan.
 - f. In Spring 2004 and 2007, provide evaluation consultation to the TPP in planning for new Prop 99-funded comprehensive three (3) year plan.
2. Implement an annual survey for Tobacco Education Coalition members by May 2002, May 2003, May 2004, May 2005, May 2006 and May 2007. Provide analysis and report by June 30 of each year.

3. In consultation with TPP staff and subcontractors, plan an impact evaluation component and write evaluation reports for community grants funded with Master Settlement Agreement.
4. Provide support and technical assistance to other subcontractors, program staff and coalition members to help them understand the purpose of evaluation, the tools useful in evaluation and how to plan evaluation components into their programs. Provide this assistance at all coalition and staff functions.

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.

C. Attendance at Activities

Contractor will attend the following activities:

1. All regularly scheduled quarterly Tobacco Education Coalition meetings.
2. Any meetings as specified by the TPP.
3. A minimum of one (1) TPP evaluation meeting per quarter.

II Rates of Payment

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

1. County shall pay Contractor at the rate of:
 - a. EIGHT HUNDRED THIRTY THREE DOLLARS AND THIRTY THREE CENTS (\$833.33) per month through June 30, 2007 for Prop 99 services funded through the California Department of Health Services, Tobacco Control Section (CDHS/TCS).
 - b. FOUR HUNDRED SIXTEEN DOLLARS AND SIXTY SIX (\$416.66) per month through June 30, 2007 for MSA evaluation services.

2. Invoices shall be submitted monthly by the tenth (10th) of the month and shall have attached summary of activities and services provided.
- 3 The Alcohol and Drug Services Manager or her designee shall review and approve all invoices prior to processing for payment.

B. County shall pay Contractor within 30 days of receipt of invoice after provision of services, provided invoice is accurate and any required supporting documentation is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation. Payments received are to cover all costs of Contractor.

C. In any event, the total payment to Contractor for Services shown in Exhibit A shall not exceed NINETY THOUSAND DOLLARS (\$90,000) for the term of July 1, 2001 through June 30, 2007 as shown below and County shall have the right to withhold payment if County determines that the quantity, quality or timeliness of the work performed is unacceptable.

Service	Fiscal Year	Amount
Proposition 99 Services	FY 2001-04	\$30,000
MSA Services	FY 2001-04	\$15,000
Proposition 99 Services	FY 2004-07	\$30,000
MSA Services	FY 2004-07	\$15,000
Total Obligation:		\$90,000

EXHIBIT C (Revision 1)

MARTIN L. FORST

Tobacco Prevention Program (TPP) Evaluation Services
September 1, 2001 through February 28, 2005

TPP evaluation services supported by the California Department of Health Services, Tobacco Control Section (CDHS/TCS), and American Legacy Foundation Youth Coalition Grant (Youth Coalition).

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

- I. Conduct a review with input from program staff of the FY 2001- 05 Youth Coalition Services. Based on this review, develop outcome evaluation for program components. Contractor will provide approximately 60 hours of evaluation services in FY 2001-02 to FY 2003-04, and 30 hours for FY 2004-05 in support of this grant.
 - A. Meet quarterly with staff to review progress of evaluation plan and implementation. Advise on appropriateness of data collected.
 - B. Develop appropriate evaluation tools and suggested directions for outcome evaluation subject to review by program staff.
 - C. Plan and implement methods on evaluation of any and all necessary media and policy activities per the Youth Coalition for Tobacco Prevention FY 2001-05 work plan.
 - D. When revisions to an existing plan are made, provide input into changes in outcome evaluation section.
 - E. Assist TPP in end of contract evaluation reports and provide recommendations for future reports.
 - F. Prepare written report documenting activities and impact on clients and community.

II. Administrative and Reporting Requirements

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

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

- C. Submit monthly progress reports by the tenth (10th) day following the end of the previous month. Include with monthly progress reports:

III. Rates of Payment

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

- A. Total payments to Contractor by County shall not exceed SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for services provided during the period September 1, 2001 through February 28, 2005 for services described in Exhibit C. Payments for each fiscal year within the term of the Agreement shall be made as follows:

<u>Fiscal Year</u>	<u>Monthly Payment</u>	<u>Maximum Payment</u>
FY 2001-02	\$416.67 (January through June)	\$2,500
FY 2002-03	\$250.00	\$3,000
FY 2003-04	\$250.00 (July, August)	\$ 500
FY 2004-05	\$500 (July 2004, August 2004, February 2005)	\$1,500

- B. Contractor shall submit a monthly invoice by the tenth day of the month following services. The Alcohol and Drug Services Manager or her designee shall review and approve all invoices prior to processing for payment.
- C. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Exhibit C.
- D. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.
- E. All payments under this Agreement must directly support services specified in this Agreement.

**SAN MATEO COUNTY
MEMORANDUM**

DATE: September 16, 2004

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

FROM: Deborah Patten
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: Martin L. Forst

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

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: None

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Tobacco prevention program evaluation services.

The following will be completed by Risk Management:

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

REMARKS/COMMENTS: It is being requested that insurance requirements for this Contractor be waived, as services will solely program evaluation either on-site at the County facility or at the Contractor's office.

Priscilla Morse
Risk Management Signature

9-16-04
Date