

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP**

THIS AGREEMENT, entered into this 1st day of July, 2008, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP, 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 thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing tobacco cessation services, and smoking in films youth education campaign;

WHEREAS, this agreement supersedes the interim agreement signed on August 29, 2008.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and rates
- Attachment I—§504 Compliance
- Attachment IP – Intellectual Property Rights
- Attachment J—Fingerprinting Certification Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the

County's total fiscal obligation under this Agreement exceed ONE HUNDRED THIRTY-TWO THOUSAND DOLLARS (\$132,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2008, through September 30, 2009.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which 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.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The 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, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The 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 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000

(c) Professional Liability \$1,000,000

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.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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.

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

11. Non-Discrimination and Other Requirements

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped 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 Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* 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.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine 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.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

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. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County Health Department
Public Health Division
Derek Smith
225 37th Ave.
San Mateo, CA 94403

In the case of Contractor, to:

Breathe California: Golden Gate Public Health Partnership
2171 Junipero Serra Blvd. #720
Daly City, CA 94014

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP

Contractor's Signature

Date: _____

BREATHE
2008-09
Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

- I. Smoking Cessation Services: Contractor will provide tobacco cessation services to 156 to 259 residents of San Mateo County, resulting in a 25 to 30% quit rate 30 days after completing a class. To meet this objective by June 30, 2009, Contractor will:
 - A. By August 31, 2008, develop educational material packets for program participants.
 - B. By September 30, 2008, reach out to potential host sites and develop Memorandum of Understandings with those sites to provide space for classes and encourage advertising for classes.
 - C. By October 31, 2008, maintain a group of certified cessation facilitators to conduct group classes. Hold a refresher meeting with active and potential facilitators to review the curriculum, network and share facilitating experiences. Check-in with facilitators on a regular basis to stay informed of successes/challenges, provide technical assistance, additional materials and documentation reminders.
 - D. Develop a promotional campaign including the use of public service announcements, radio and newspaper advertising, and mailing of 1300 to 1500 flyers advertising free tobacco services to community based organizations, hospitals, health centers, relevant city agencies, local worksites, treatment and recovery centers, and local community colleges in order to recruit class participants.
 - E. Coordinate 14 to 18 six (6)-session smoking cessation classes for adult residents of San Mateo County with a total of 125 to 150 individuals completing the class. Nicotine replacement therapy (NRT) will be purchased and made available free of charge to any Ash Kickers class participants over the age of 18.
 - F. Coordinate one (1) to two (2) brief intervention tabling events at host-sites in which 20 minute cessation counseling sessions will occur with a total of 21 to 44 individuals. Breathe California will make Quit Kits available to all brief intervention participants.

- G. Develop Quit Kits as incentive and support items to assist in the quitting process.
- H. Publish a quarterly email newsletter for all Ash Kickers participants. This newsletter will provide quitters with stories and information to motivate/assist them in their quit attempt and provide them with additional resources to stay quit.
- I. Evaluate program according to the evaluation plan.
 - i. Pre and post surveys will be administered by host agency or class facilitator to measure quit-smoking status and/or reduction in cigarettes smoked as a result of participation in the class.
 - ii. Class participants will complete an end-of-course evaluation survey.
 - iii. First, third and sixth month follow-ups will also be conducted by facilitator via phone or email to measure smoking status and/or reduction in number of cigarettes smoked. Clients who have relapsed will be invited into cessation services again.
 - iv. Implement data collection and analysis after one (1), three (3), and six (6) months to evaluate the efficacy of the brief intervention method in smokers quit their tobacco habit.
- J. Provide technical assistance to other service providers and tobacco cessation services in order to encourage referrals and the reach of cessation services, including providing educational presentations to staff, presentations to community members or clients, conducting classes in the agencies, and providing educational materials such as flyers, referral forms, etc.
- K. Contract with at least two (2) community based organizations that serve the ethnic or mental health population such as Shelter Network, El Concilio, Project 90, or Free at Last. Each community based organization will:
 - i. Offer a minimum of one (1) six (6)-session smoking cessation class. NRT will be available free of charge to any Ash Kickers class participants over the age of 18.

- ii. Enroll a total of 10 to 20 individuals in smoking cessation classes for a total of 20 to 40 smokers enrolled between the two (2) community based organizations.
 - iii. Conduct first, third and sixth month follow-up via phone or e-mail to measure smoking status and/or reduction in number of cigarettes smoked.
 - L. By November 30, 2008, contractor will have appropriately translated the Breathe California tobacco cessation curriculum into the Spanish language in order to best serve the people of San Mateo County.
 - i. Contractor will request bids from at least three (3) agencies for translation services.
 - ii. Select the lowest cost bid with special consideration for local services.
 - iii. Utilize best practice methods for back translation or other quality assurance methods before finalizing the translated curriculum.
 - iv. Reproduce the curriculum in Spanish and utilize it in classes throughout San Mateo County.
- II. Smoking in films youth education campaign: By September 30, 2009, at least two (2) jurisdictions in San Mateo County will adopt a model resolution supporting the Motion Picture Association of America (MPAA) "R" rating for films that include tobacco use.
 - A. By November 30, 2008, coordinate with the Tobacco Education Coalition (TEC), UCSF Smoke Free Movies Project, California Youth Advocacy Network (CYAN), and the Thumbs Up and Thumbs Down project to develop a local model resolution supporting an "R" rating for films.
 - B. By December 31, 2008, coordinate with the Tobacco Education Coalition members to incorporate the smoking in films issue throughout other related tobacco prevention programs.
 - C. Provide updates to the Tobacco Education Coalition on a quarterly basis.
 - D. Meet with Jefferson Union High School District Tobacco Use Prevention Education (JUHSD TUPE) Coordinator on a regular basis (at least monthly) to provide technical assistance and training on Hollywood & Tobacco issues as well as the school-based project activities.

- E. By November 30, 2008, coordinate with CYAN to provide a free training to both youth and adult allies on the “Tobacco & Hollywood Community Action Guide”.
- F. Provide additional training on tobacco control topics as needed to school partners and other interested parties.
- G. Develop, organize and implement a total of two (2) educational events for youth, parents and community members about smoking in the movies that will include one (1) to three (3) presentations (20 to 50 minutes each) made by local experts and/or celebrities.
 - i. Participants (at least 20 at each educational event) will be asked to become advocates and conduct advocacy activities.
- H. Provide six (6) to nine (9) presentations of 20 to 30 minutes in length to community organizations about the tobacco industry’s influence in the entertainment industry and the impact on youth smoking. Presentations should reach at least three (3) people each.
- I. JUHSD TUPD Coordinator will assist contractor staff in organizing presentations, letter writing campaign, signature collection, tabling events and journalism contest.
 - i. By November 30, 2008, coordinator will recruit 15 to 20 high school students at one (1) to two (2) high schools to participate in project activities throughout the contract period.
 - ii. By June 30, 2009, conduct six (6) to nine (9) presentations of 40 to 50 minutes in length to students in local middle schools and/or high schools about tobacco industry influence in the entertainment industry and the impact on youth smoking. Estimate 150 to 400 students will participate in a presentation.
 - iii. By September 30, 2009, work with youth advocates in schools to write and send 10 to 20 letters to entertainment representatives explaining the public health impacts and options for countering the tobacco industry’s influence in the entertainment industry. Encourage media coverage of the letter writing campaign to increase local awareness and discussion.

- iv. Work with journalism departments in one (1) to two (2) high schools in JUHSD to implement an interschool journalism contest. Contest will raise public awareness about the tobacco industry and smoking in the movies.
 - v. By September 30, 2009, conduct at least three (3) tabling activities in one (1) to two (2) high schools to collect at least 200 signatures on a petition that can be used for the resolution campaign.
 - vi. By June 30, 2009, JUHSD TUPE Coordinator will conduct at least one (1) to two (2) presentations to other TUPE coordinators to educate them about the project and encourage partnership.
- J. Provide stipends up to one hundred dollars (\$100) to each youth participant for their involvement in the school-based activities previously described.
 - K. By December, 31 2008, develop an educational packet that includes a model resolution, local data on youth tobacco use, press on the issue of tobacco in films, SCENE smoking video and other related materials to be distributed to 15 to 20 key opinion leaders
 - L. By April 30, 2009, develop and revise as needed an educational presentation on the relationship between Hollywood depiction of tobacco use and youth smoking. Research other related projects, including UCSF Smoke Free Movies, Thumbs Up! Thumbs Down!, CYAN, and others.
 - M. By September 30, 2009, develop at least two (2) to three (3) press releases about community education events and media advocacy activities to promote the “R” rating policy for smoking in films.
 - N. By September 30, 2009, collect endorsements from at least three (3) TEC member organizations.
 - O. By March 31, 2009, develop Midwest Academy strategy chart with TEC to determine appropriate intervention activities to produce desired results of adoption of model resolution supporting the Motion Picture Association of America “R” rating for films that include smoking.

- P. By May 31, 2009, conduct at least four (4) presentations (10 to 20 minutes in length) to city councils and/or Board of Supervisors and/or other commissions or JUHSD School Board to educate them about the adoption of model resolution supporting an “R” Rating for films that include smoking.
 - Q. By September 30, 2009, keep records of meetings with decision-makers and key opinion leaders, public meeting agendas and other records as needed.
 - R. By September 30, 2009, collect adopted policy resolution from each jurisdiction.
 - S. By September 30, 2009, assist the Tobacco Prevention Program (TPP) evaluator with the development and implementation of pre-and/or post-presentation evaluation for youth participants.
 - T. By September 30, 2009, assist the TPP evaluator with the development and implementation of a rating system for resolutions adopted.
 - U. By September 30, 2009, assist the TPP evaluator in implementing the key informant interviews to assess the most effective messages that developed in advocating for the adoption of the resolution, key allies in the effort to reach decision makers, and lessons learned about the process of advocating for a resolution about smoking in films.
- III. The following are requirements of the Agreement and are designed to support the activities in this Agreement;
- A. Activities are language, culture, and gender appropriate.
 - B. Contractor must maintain regular contact with program staff and attend program meetings when needed, as determined by the TPP staff.
 - C. During the contract period, TPP staff and Contractor will work closely to ensure all program activities are accomplished.
 - D. Contractor will notify TPP staff regarding the availability of NRT to program participants in order to explore additional resources if needed.
- IV. Contractor shall provide monthly progress reports summarizing the status of all activities listed in Sections I and II. Contractor will develop a final report at the conclusion of the contract and will present to the Tobacco Education Coalition regarding the results of the project.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

- A. Contractor shall submit monthly invoices and financial statements for services provided by the tenth day following the end of the invoiced month. Invoices will be based upon actual expenditures against line item expenses as outlined in the program budget included as "Exhibit 'B' Attachment 1", for Smoking Cessation, and "Exhibit 'B' Attachment 2", for Smoking in Films Youth Education Campaign, and upon demonstrated progress through required progress reports.
- B. The Program Coordinator and Chronic Disease and Injury Prevention Manager shall review and approve invoices prior to processing for payment. County shall have the right to withhold payment if County determines that the quality or quantity of work is unacceptable.
- C. Payments received are to cover all costs of Contractor, including, but not limited to, telephone expenses, travel and completion of all paperwork.
- D. The maximum amount to be paid to Contractor for services in Exhibit A, Section I - Smoking Cessation Services is EIGHTY-TWO THOUSAND DOLLARS (\$82,000).
- E. The maximum amount to be paid to Contractor for services in Exhibit A, Section II - Smoking in films youth education campaign is FIFTY THOUSAND DOLLARS (\$50,000).
- F. In any event, the total amount to be paid to Contractor for services rendered shall not exceed ONE HUNDRED THIRTY-TWO THOUSAND DOLLARS (\$132,000) for the Agreement term.

Exhibit B, Attachment 1

San Mateo County Tobacco Prevention Program

Agency Name: Breathe California, Golden Gate Public Health Partnership

Project Name: Adult/Youth Cessation Project

Proposed Budget

I. PERSONNEL & BENEFITS	FTE	July 1, 2008- June 30, 2009
Program Director	0.1	\$ 10,752
Adult Cessation Coordinator	0.63	\$ 26,712
Total	0.73	\$ 37,464
Fringe Benefits @ 23%		\$ 8,617
SUBTOTAL		\$ 46,081
II. OPERATING EXPENSES		
Space rental		\$ 5,953
Office supplies \$60/mo		\$ 720
Duplication		\$ 200
Postage		\$ 500
Educational materials		\$ 500
Translation of curriculum		\$ 2,000
Promotional materials		
Facilitator trainings		
Course Facilitator Stipends		\$ 6,500
Nicotine Replacement Therapy		\$ 6,432
Quit Kits		\$ 596
Other costs:		
Outreach Specialist		\$ 1,000
Flyer service		\$ 800
First of the year class announcement ad		\$ 4,000
Shelter Network		\$ 1,000
El Concilio		\$ 1,000
SUBTOTAL		\$ 31,201
III. TRAVEL		
Local travel		\$ 500
SUBTOTAL		\$ 500
TOTAL COSTS		
I. PERSONNEL & FRINGE		\$ 46,081
II. OPERATING EXPENSES		\$ 31,201
III. TRAVEL COSTS		\$ 500
IV. INDIRECT COSTS @ 9-10% of personnel		\$ 4,218
V. IN KIND		
TOTAL BUDGET REQUEST		\$ 82,000

Exhibit B, Attachment 2

San Mateo County Tobacco Prevention Program

Agency Name: Breathe California, Golden Gate Public Health Partnership

Project Name: Hollywood & Tobacco

Proposed Budget

I. PERSONNEL & BENEFITS	FTE	October 1-2008- September 30, 2009	Total	Justification Number
V.P. of Programs	0.06	\$5,340		1
Project Coordinator	0.5	\$25,000		2
Subtotal		\$30,340		3
Fringe Benefits		\$6,978		4
SUBTOTAL		\$37,318		5

II. OPERATING EXPENSES		Total	Justification Number
Office supplies		\$600	6
Educational Materials		\$1,000	7
Meeting expenses		\$590	8
Duplication		\$100	9
Behavior Modification Materials		\$2,000	10
Other costs:			
JUHSD TUPE Coordinator		\$4,160	11
SUBTOTAL		\$8,450	12

III. TRAVEL		Total	Justification Number
Local Travel		\$500	13
SUBTOTAL		\$500	14

TOTAL COSTS		Total	Justification Number
I. PERSONNEL & FRINGE		\$37,318	15
II. OPERATING EXPENSES		\$8,450	16
III. TRAVEL COSTS		\$500	17
IV. INDIRECT COSTS @ 10%		\$3,732	18
V. IN KIND			
TOTAL BUDGET REQUEST		\$50,000	19

ATTACHMENT I

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) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree 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.

Signature

Title of Authorized Official

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled 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 IP – Intellectual Property Rights

1. The County of San Mateo (“County”), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively “Vendors”) for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County’s titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Schedule I to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

FINGERPRINTING CERTIFICATION FORM

Agreement with
BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP
For
TOBACCO CESSATION SERVICES AND FOR SMOKING IN FILMS YOUTH
EDUCATION

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

Linda Civitello-Joy

Name

CEO

Title

Signature

Date