

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, 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 I 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, the parties entered into an Agreement on August 29, 2008, for the maximum obligation of \$80,000 for the purpose of providing tobacco cessation services; and

WHEREAS, the parties entered into an Agreement on January 6, 2009, that superseded the Agreement entered on August 29, 2008, for the term of July 1, 2008 through September 30, 2009, for a maximum obligation of \$132,000 for the purpose of providing tobacco cessation services, and smoking in films youth education campaign; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$80,000 for a new maximum obligation of \$212,000, and extend the term through June 30, 2010.

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

- 1) Paragraph 3 is hereby deleted in its entirety and replaced with the following:**

**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 work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed TWO HUNDRED TWELVE THOUSAND DOLLARS (\$212,000).

**2) Paragraph 4 is hereby deleted in its entirety and replaced with the following:**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2008 through June 30, 2010.

This Agreement may be terminated by Contractor at any time without a requirement for good cause upon ninety (90) days' written notice to the County. This Agreement may be terminated by the Director of the Health Department or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to Contractor.

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.

**3) Exhibit "A" is hereby deleted in its entirety and replaced with the attached Exhibit "A"**

**4) Exhibit "B" is hereby deleted in its entirety and replaced with the attached Exhibit "B"**

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: \_\_\_\_\_

## **Exhibit "A"**

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

- I. Smoking Cessation Services FY 2008-09: By June 30, 2009, Contractor will provide tobacco cessation services to 156 to 259 residents of San Mateo County, resulting in a 25-30% quit rate 30 days after completing a class. To meet this objective 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 of 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. Smoking Cessation Services FY 2009-10: By June 30, 2010, Contractor will provide tobacco cessation services to 156 residents of San Mateo County, resulting in a 25-30% quit rate 30 days after completing a class and a 15-20% quit rate 6 months after completing a class. To meet this objective Contractor will:
- A. By August 31, 2009, develop educational material packets for program participants.
  - B. By September 30, 2009, reach out to potential host sites and develop Memoranda of Understanding with those sites to provide space for classes and encourage advertising for classes.



- C. By October 31, 2009, maintain a group of eight (8) to ten (10) certified cessation facilitators to conduct group classes. Hold training for active and potential facilitators to teach the curriculum and communicate expectations of facilitators of cessation classes. Check-in with facilitators on a regular basis to stay informed of successes/challenges, provide technical assistance, additional materials and documentation reminders.
- D. By January 1, 2010, and again by April 30, 2010, develop a paid promotional campaign including the use of public service announcements, radio and newspaper advertising to be rolled out at least two times annually. Mail 1300-1500 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. Develop an updated promotional material such as a flyer, brochure or business card about the program. Develop relationships with new partners to encourage the promotion of smoking cessation in communities most affected by tobacco.
- E. Coordinate 14-18 six (6)-session smoking cessation classes for adult residents of San Mateo County with a total of 156 individuals completing the class (attending at a minimum four (4) sessions of 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. Conduct tabling/outreach at eight (8) to ten (10) health fairs or agency events to encourage cessation and inform community agencies about available resources.
- 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/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. Participants will be asked to leave contact information including two (2) telephone numbers, home address, email address, and contact information of a friend or family member to ensure that follow-up is possible.
    - iii. First and third month follow-ups will also be conducted by facilitator via phone or email and a sixth month follow up will be conducted by BC staff to measure smoking status and/or reduction in number of cigarettes smoked. Clients who have relapsed will be invited into cessation services again.
  - 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 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 community based organizations.
    - iii. Conduct first, third and sixth month follow-up via phone or email to measure smoking status and/or reduction in number of cigarettes smoked.
- IV. 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.
- V. Contractor shall provide monthly progress reports summarizing the status of all activities listed in Sections I, II, and III. 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 and Exhibit 'B' Attachment 2", for Smoking Cessation, and "Exhibit 'B' Attachment 3", 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 FY 2008-09 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. The maximum amount to be paid to Contractor for services in Exhibit A, Section III - Smoking Cessation Services FY 2009-10 is EIGHTY THOUSAND DOLLARS (\$80,000).
- G. In any event, the total amount to be paid to Contractor for services rendered shall not exceed TWO HUNDRED TWELVE THOUSAND DOLLARS (\$212,000) for the Agreement term.