



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: July 23, 2010
BOARD MEETING DATE: August 24, 2010
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Brian J. Zamora, Director, Community Health

SUBJECT: Agreement with Breathe California: Golden Gate Public Health Partnership

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with Breathe California: Golden Gate Public Health Partnership to provide tobacco cessation services and a public education campaign on the impacts of secondhand smoke in housing for the term of July 1, 2010 through June 30, 2011, in the amount of \$120,000; and
- B) Chief of the Health System or designee to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

BACKGROUND:

A Request for Proposals was released April 8, 2010, for a variety of tobacco prevention services. Breathe California applied to deliver County services in the areas of tobacco cessation and smoke-free housing education. These proposals were recommended by the review panel, and went through a successful contract negotiation process. Breathe California has successfully completed the deliverables of previous contracts, including fiscal year 2009-10 contracts for cessation and smoke-free movies projects.

DISCUSSION:

Breathe California has been selected to provide tobacco cessation and secondhand smoke prevention services. The services included in the Agreement are organizing youth advocates, providing training and education, organizing and conducting a variety of tobacco cessation services throughout the county, and providing support on tobacco-related issues to landlords, tenants, community groups, and citizens.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management. The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

This Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing tobacco cessation services for chronically ill and high-risk community members, and providing youth and community members with self-advocacy skills to reduce toxic secondhand smoke exposure in the home, and limit home fire potential. It is anticipated that 75% of participants in the tobacco cessation classes will successfully quit smoking at the conclusion of the class, and there will be at least 5 youth and adult advocates engaged in public health education campaigns focusing on healthy housing.

Performance Measure(s):

Measure	FY 2009-10 Actual	FY 2010-11 Projected
Percentage of tobacco cessation class participants who report successfully quitting smoking at conclusion of the class	64%	75%
Number of youth and adult advocates engaged in public health education campaigns focusing on healthy housing	n/a*	5

*This is a new a new measure

FISCAL IMPACT:

The term of this Agreement is July 1, 2010 through June 30, 2011, for a maximum obligation of \$120,000. Funds will be provided by Tobacco Master Settlement funds and have been included in the Community Health tentatively Adopted FY 2010-11 Budget. There is no Net County Cost.

REQUEST FOR PROPOSALS FOR TOBACCO CESSATION AND EDUCATION
ACTIVITIES PROCESS MATRIX

1.	General description of RFP	Contract services for tobacco cessation and education activities
2.	List key evaluation criteria	<ul style="list-style-type: none"> • Project Description • Applicant Capability • Coordination of Effort and Community Support • Scope of Work and Budget • Project Need Demonstrated
3.	Where advertised	San Mateo County RFP website
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	Notice emailed to the Tobacco Education Coalition as well as a listing of previous contractors and list of AOD providers
5.	Total number of RFP's sent to prospective proposers	Sent to over 150 email addresses
6.	Number of proposals received	Nine proposals were received in total for all RFP services. 2 for cessation, 4 for smoke-free housing, 2 for menthol cigarette elimination project, 1 for smoke-free movies project
7.	Who evaluated the proposals	The review committee consisted of individuals from: American Cancer Society San Francisco Health Department American Heart Association
8.	In names of proposers (or finalists, if applicable) and location	American Lung Association, Emeryville, CA Breathe California, Daly City, CA

REQUEST FOR PROPOSALS FOR A PUBLIC EDUCATION CAMPAIGN TO COMBAT
SECONDHAND SMOKE EXPOSURE IN HOUSING PROCESS MATRIX

1.	General description of RFP	Contract services for a public education campaign to combat secondhand smoke exposure in multi-unit housing.
2.	List key evaluation criteria	<ul style="list-style-type: none"> • Project Description • Applicant Capability • Coordination of Effort and Community Support • Scope of Work and Budget • Project Need Demonstrated
3.	Where advertised	San Mateo County RFP website
4.	In addition to any advertisement, list others to whom the RFP announcement was sent	Notice emailed to the Tobacco Education Coalition as well as a listing of previous contractors and list of AOD providers
5.	Total number of RFP's sent to prospective proposers	Sent to over 150 email addresses
6.	Number of proposals received	Nine proposals were received in total for all RFP services. 2 for cessation, 4 for smoke-free housing, 2 for menthol cigarette elimination project, 1 for smoke-free movies project
7.	Who evaluated the proposals	The review committee consisted of individuals from: American Cancer Society San Francisco Health Department American Heart Association
8.	In names of proposers (or finalists, if applicable) and location	Breathe California, Daly City, CA American Lung Association, Emeryville, CA Bay Area Community Resources, San Francisco, CA Youth Leadership Institute, San Mateo, CA

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH BREATHE CALIFORNIA: GOLDEN GATE PUBLIC HEALTH PARTNERSHIP TO PROVIDE TOBACCO CESSATION SERVICES AND A PUBLIC EDUCATION CAMPAIGN ON THE IMPACTS OF SECONDHAND SMOKE IN HOUSING FOR THE TERM OF JULY 1, 2010 THROUGH JUNE 30, 2011, IN THE AMOUNT OF \$120,000; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY NO MORE THAN \$25,000 (IN AGGREGATE), AND/OR MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, a Request for Proposals to provide various tobacco prevention services was released in April 2010, and Breathe California was selected to provide these services; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby Breathe California: Golden Gate Public Health Partnership shall provide tobacco cessation services and a public education campaign on the impacts of secondhand smoke in multi-unit housing for the term July 1, 2010 through June 30, 2011, for a maximum obligation of \$120,000; and

WHEREAS, this Board has been presented with the Agreement and has

examined and approved it as to both form and content and desires to enter into the Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
Breathe California: Golden Gate Public Health Partnership**

THIS AGREEMENT, entered into this _____ day of _____ ,
20_____, 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 and smoke-free housing education services throughout San Mateo County.

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:

Attachment A—Smoke Free MUH Policy Project (Services, payments, and rates)
Attachment B—Tobacco Cessation Services (Services, payments, and rates)
Exhibit "B" – Payments and Rates
Attachment I—§504 Compliance
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 Attachment A and Attachment B.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Attachment A and Attachment B 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 TWENTY THOUSAND DOLLARS (\$120,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010 through June 30, 2011.

This Agreement may be terminated by Contractor, the Health System Chief 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:

Brian Zamora, Director, Community Health
San Mateo County Health System
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Linda Civitello-Joy, CEO
Breathe California: Golden Gate Public Health Partnership
2171 Junipero Serra Blvd., Suite 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: _____

Attachment A – Smoke Free MUH Policy Project (Services, payments, and rates)

Agency Name	Breathe California/Golden Gate Public Health Partnership
Project Title	Smoke Free MUH Policy Project

Breathe California Tobacco Cessation Services Goal: Managers of at least 4 multi-unit housing complexes with 10 or more units will adopt a policy designating a minimum of 50% of their units as smoke-free (including patios and balconies).

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>1. By December 1, 2010, contractor will create one PowerPoint presentation with 20-30 slides targeting landlords which will include information on landlord liability and disability law, costs of refurbishing apartments after a smoker moves out, fire hazard and potential reduced insurance costs for smoke-free buildings, legality of protecting one's investment by establishing smoke-free rules, market research on demand for smoke-free housing, and local data about smoke-free housing preference. The PowerPoint presentation will be used in presentations to landlords and</p>	<p>1.a. Research housing policies, liability and disability laws and the impact of smoke-free housing policies on housing marketability, etc.</p>	9/30/10	List of data sources, Present the collected data to Smoke-free Housing Workgroup	\$1,000
	<p>1.b. Develop a well-rounded presentation outline that highlights any local data and public opinion available, as well as other influential information.</p>	10/30/10	Presentation outline	\$500

apartment groups and may be printed for inclusion in educational packets.				
	1.c. Gather data, create presentation and create presentation evaluation form	10/30/10	Finalized Presentation and Presentation Evaluation Form	\$2,000
	1.d. Conduct presentation at a TEC meeting and ensure participants evaluate presentation so that revisions can be made as needed.	12/1/10	TEC Evaluation Summary	\$1,000

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>2. By December 1, 2010, contractor will create a PowerPoint Presentation with 20-30 slides targeting tenants which will include information on secondhand smoke health harms, landlord liability and disability law, legality of establishing smoke-free rules, market research on demand for smoke-free housing, local data about smoke-free housing preference, information about Americans with Disabilities Act (ADA) requirements for accommodation, tips on how to approach a smoker to negotiate their smoking away from the unit, discussion of speaking to the landlord about adopting a smoke-free policy, and general empowerment-based advocacy tips. The</p>	<p>2.a. Research smoking in housing harms, data about smoke-free preference, ADA rules, tips about how to negotiate solutions to smoking problems, and how to approach a landlord about smoke-free housing, etc.</p>	<p>9/30/10</p>	<p>List of data sources, Present the collected data to Smoke-free Housing Workgroup</p>	<p>\$1,000</p>
<p>requirements for accommodation, tips on how to approach a smoker to negotiate their smoking away from the unit, discussion of speaking to the landlord about adopting a smoke-free policy, and general empowerment-based advocacy tips. The</p>	<p>2.b. Develop a well-rounded presentation outline that highlights any local data and public opinion available, as well as other influential information.</p>	<p>10/30/10</p>	<p>Presentation Outline</p>	<p>\$500</p>

PowerPoint presentation will be used in presentations to tenant community groups and may be printed for inclusion in educational packets.	2.c. Gather data, create presentation and create presentation evaluation form	10/30/10	Finalized Presentation and Presentation Evaluation Form	\$2,000
	2.d. Conduct presentation at a TEC meeting and ensure participants evaluate presentation so that revisions can be made as needed.	12/1/10	TEC Evaluation Summary	\$1,000

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>3. By December 1, 2010, contractor will develop one advocacy packet utilizing newly developed as well as existing materials and local data including fact sheets about the health and financial costs of smoking in housing; a list of local cities, condos, and apartment complexes that have passed rules limiting smoking in units; sample policy language from Technical Assistance Legal Center (TALC) and a TALC fact sheet about the legality of declaring MUH smoke-free; a CA Apartment Association lease addendum; sample smoke free signage that can be posted by property management, Center for Tobacco Policy and Organization fact sheets about polling on smoke-free housing</p>	<p>3.a. Research housing policies, liability and disability laws and the impact of smoke-free housing policies on health, housing livability, etc.</p>	<p>9/30/10</p>	<p>List of data sources, Present the collected data to Smoke-free Housing Workgroup</p>	<p>Completed in 1.a. and 2.a.</p>
	<p>3.b. Develop a well-rounded advocacy packet outline that highlights local data and public opinion available, as well as other influential information.</p>	<p>10/30/10</p>	<p>Finalized advocacy packet</p>	<p>\$500</p>

<p>issues; a cessation service resource listing, and local data based on renter public opinion surveys. Packets will be modified slightly depending on the target audience who receives each one. The target audience will include potential champions, owners/managers of multi-unit housing, tenant groups, and elected officials.</p>	<p>3.c. Gather data and materials, create packet and field test packet with sample audience.</p>	11/30/10	Packet Evaluation Form	\$1,000
	<p>3.d. Present advocacy packet at a TEC meeting and ensure participants evaluate packet so revisions can be made as needed.</p>	12/1/10	TEC Evaluation Summary	\$1,000

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>4. By January 30, 2011, youth and/or community members and staff will write and submit at least 2 letters to the editor of local papers or news articles written by reporters with the assistance of the project (San Mateo County Times, Pacifica Tribune, San Mateo Daily Journal, Sing Tao, EPA Today, others) regarding the need for smoke-free homes. Collaborate with the San Mateo Co. Asthma Coalition to highlight tobacco among other unhealthy elements that are found in multi-unit housing in these editorials. Highlight that priority populations more often renters and are thus most affected by secondhand smoke drifting into their apartment homes.</p>	<p>4.a. Research housing policies, liability and disability laws and the impact of smoke-free housing policies on health, housing livability, etc.</p>	9/30/10	Sources of data – independent data collection, smoke-free housing projects nationwide, materials from TALC, etc. Present the collected data with Smoke-free Housing Workgroup	Completed in 1.a. and 2.a.
	<p>4.b. Develop letters outlining the need for smoke-free homes, highlighting health risks of secondhand smoke and other unhealthy elements found in multi-unit housing.</p>	11/30/10	Letters to the editor	\$1,000
	<p>4.c. Distribute to media sources.</p>	1/30/11	List of Contacts Published Letters/Articles	\$500

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>5. By April 15, 2011, youth and/or community members and staff will conduct 2-3 presentations that are at minimum 10 minutes long on the topic of smoke-free housing to community groups during their regular meetings (parent groups, housing advocacy groups, ethnic-serving non-profits, mental health and disability organizations, public health groups, etc.) identified as potential supporters. Request policy endorsement and letter of support from each organization or group. Invite members to participate in policy activities (i.e. assist at community education booths, distribute petitions, conduct surveys, provide testimony at policy meetings, etc.)</p>	<p>5.a. Develop or modify an endorsement form and identify or create a brief educational material to be left with each member of the community group.</p>	10/30/10	Endorsement form and brief educational material	\$500
	<p>5.b. Develop presentation and practice presentation at least once before conducting in the community.</p>	12/30/10	Presentation outline	\$1,000
	<p>5.c. Conduct presentations and deliver a brief educational material to attendees.</p>	4/15/11	Sign-in sheets	\$2,000
	<p>5.d. Request a formal endorsement or resolution of support from each group.</p>	4/15/11	Signed endorsements	\$500

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>6. By May 30, 2011, youth and/or community members and staff will meet with 1-2 city council members to recommend consideration of a smoke-free housing ordinance which may include elements such as smoke-free common areas, a certain percentage of smoke-free units, disclosure to new tenants of where existing smokers live, legal remedies for those affected by secondhand smoke, etc. Organize a meeting with the elected official, share the harms of smoking in multi-unit housing, and recommend for consideration elements that could address the problem.</p>	<p>6.a. Initiate contact with council member(s), briefly introduce the project, and request a meeting.</p>	10/30/10	Contact email	\$1,000
	<p>6.b. Develop presentation and practice presentation at least once before meeting with the council member.</p>	12/30/10	Presentation outline	\$1,000
	<p>6.c. Conduct meetings, and give the council member a copy of educational materials supporting the need for smoke-free housing, as well as an educational packet.</p>	2/28/11	Meeting agenda	\$1,000

	<p>6.d. Request a formal consideration by the council member as well as recommendations for next steps to consider a smoke-free housing ordinance.</p>	2/28/11	Signed endorsement or meeting notes indicating next steps	\$500
	<p>6.e. Follow-up with recommendations from the council member. Reply with a note, responses to any unanswered questions, and contact any additional council members or staff who were recommended by the council member. If invited, present to a city council meeting and consult with TPP, Technical Assistance</p>	3/30/11	Thank you letter, follow-up materials, correspondence to other staff/elected officials	\$1,000

	Legal Ctr, and/or other partners to assist the city in drafting a city ordinance.			
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<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>7. By December 30, 2010, youth and/or community member advocates will conduct community outreach for a total of 6-10 hours at health fairs, community festivals, public venues, or other events. This outreach will serve to raise awareness about the issue of smoke-free housing, elicit volunteers, discover tenants who have suffered secondhand smoke harms, share information about how to effectively advocate for smoke-free housing, and collect 100 public opinion surveys on the issue of smoking in multi-unit housing complexes.</p>	<p>7.a. Schedule outreach at one or several health fairs, community festivals, or similar venues and/or events to complete 6-10 hours of outreach.</p>	12/30/10	Event registration or email to Tobacco Prevention Program regarding outreach plan	
	<p>7.b. Gather educational materials to be used at these outreach events.</p>	7/30/10	Educational materials	
	<p>7.c. In consultation with Tobacco Prevention Program and evaluation consultant, develop a public opinion survey to gather information from tenants</p>	8/30/10	Completed public opinion survey form	\$1,000

	about how they experience secondhand smoke issues in the home.			
	<p>7.d. Collect public outreach, sharing educational materials with tenants, and collecting at least 100 public opinion surveys. Follow up with any individuals interested in supporting the campaign, and immediately refer any tenants suffering secondhand smoke concerns to the Tobacco Prevention Program.</p>	11/30/10	Listing of outreach venues/schedules/staff or community members involved	\$3,000

	7.e. Analyze all public opinion survey data, and include results in further outreach, including any educational materials and meetings with decision makers (landlords and/or elected officials).	12/30/10	Completed analysis of public opinion survey results	\$1,000
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<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>8. By June 30, 2011, build the Tobacco Education Coalition smoke-free housing campaign by recruiting project advocates, training these advocates about smoke-free housing issues and strategies, developing a strategy chart to identify routes of attaining project goals, attending Smoke-free Housing workgroup and Tobacco Education Coalition collaborative meetings and events, and participating in policy advancement and networking opportunities such as Capitol Information and Education Days and regional housing conferences.</p>	<p>8.a. Recruit 2-5 youth or community member advocates.</p>	9/30/10	List of youth/ community member advocates	\$1,000
	<p>8.b. Train youth/community members on public speaking skills.</p>	10/30/10	Training outline/sign-in sheet	\$2,000
	<p>8.c. Strategize with the advocacy group which communities will be targeted for the smoke-free housing campaign. With the assistance of the Tobacco Prevention Program, go through a one-session strategic planning session to determine targets and tactics.</p>	12/15/10	Completed Midwest Academy Strategy Chart	\$1,000

	<p>8.d. Regularly attend and participate in Smoke-Free Housing Workgroup collaborative meetings (in person or by telephone). These meetings will be scheduled between every month to 6 weeks.</p>	6/30/11	Attendance as noted by Tobacco Prevention Program staff	\$1,000 (can invoice after attending 4 meetings)
	<p>8.e. Regularly attend and participate in quarterly Tobacco Education Coalition collaborative meetings.</p>	6/3/11	Sign-in sheets	
	<p>8.f. Attend one special event that will be appropriately budgeted for in an effort to increase visibility of the project and to inform decisionmakers about the project. Options include annual Capitol Information and Education Days (May</p>	5/15/11	Registration materials/confirmed visit appointment and agenda	\$1,000

	<p>event in Sacramento), Local Information and Education Days (October local visit with legislators), or a local housing conference such as Housing Leadership Day (November event locally).</p>			
	<p>8.g. Prepare a final 3-page report about the project, or conduct a 10 minute presentation to the Tobacco Education Coalition highlighting successes, challenges, and next steps for the work.</p>	<p>6/3/11</p>	<p>Final written report or PowerPoint presentation</p>	<p>\$1,500</p>

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>9. By May 30, 2011, youth and/or community members and staff will conduct one-on-one, 15 minute educational visits regarding smoke-free housing with 3-5 multi-unit housing managers or landlords of large complexes (more than 10 units each). Multi-unit housing management will be given a packet of educational materials and will be asked to adopt a smoke-free housing policy.</p>	<p>9.a. Develop talking points for educational visits and hold role-play sessions to practice before conducting visits.</p>	<p>1/30/11</p>	<p>Talking points outline</p>	<p>\$1,000</p>
	<p>9.b. Conduct 3-5 educational visits and request smoke-free housing policy adoption from each manager or landlord.</p>	<p>5/30/11</p>	<p>Sign-in sheet/signed endorsements</p>	<p>\$3,000 (can invoice \$1,000 per meeting up to 3 meetings)</p>

Attachment B – Tobacco Cessation Services (Services, payments, and rates)

Agency Name	Breathe California/Golden Gate Public Health Partnership
Project Title	Tobacco Cessation Services

Breathe California Tobacco Cessation Services Goal: At least 160 community members who are smokers will be actively engaged in a tobacco cessation program, with at minimum 55 of those quitting smoking for 3 months or more.

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>1. By April 30, 2011, schedule between 14-20 six-session tobacco cessation classes to be offered at convenient locations throughout San Mateo County utilizing an established curriculum. Each course will have at least 7 smokers enrolled at the start of the scheduled class to ensure sufficient size to conduct the class. Prepare course materials, nicotine replacement therapy, and agreements with facilities.</p>	<p>1.a. Develop MOU with 6-10 facilities that can serve as convenient locations all across the County for cessation classes (Coastside, South County, EPA, North County, Mid-County).</p>	8/30/10	Signed MOUs/ agreements	Contract payment will be based on actual and reasonable costs, with invoicing on a monthly basis attached to appropriate progress reporting
	<p>1.b. Prepare course materials, including printing handbooks and prepping quit kits</p>	9/30/10	Completed materials	

	1.c. Purchase sufficient NRT for the entire year (estimate full course of NRT sufficient for 175 smokers)	8/30/10	Complete order/receipt	
	1.d. Schedule at least 6-8 Fall classes.	8/30/10	Listing of Fall classes	
	1.e. Schedule at least 6-8 Spring classes.	11/30/10	Listing of Spring classes	
	1.f. Schedule at least 3-6 Summer classes.	3/30/11	Listing of Summer classes	

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>2. By May 30, 2011, conduct a variety of outreach presentations and advertising to recruit smokers to join the program. These outreach efforts will include conducting 8-12 health fair tabling opportunities, mailing flyers to at least 100 doctors' offices, conducting email-based contact with former class participants, securing a flyer distribution service, presentations to at least 3 health groups, and placing public service announcements year-round and paid advertisements for the New Year.</p>	<p>2.a. Conduct outreach tabling about tobacco cessation at 6-10 large public events such as health fairs, community festivals, etc.</p>	5/30/11	List of outreach events	
	<p>2.b. Send at least one round of mailed/emailed flyers, referral forms, and letters of introduction to increase cessation referrals to 100 doctors or medical offices.</p>	10/30/10	Mailing list and copy of letter of introduction	
	<p>2.c. Send quarterly newsletters to past and current clients of the program.</p>	5/30/11	Copies of email newsletters	
	<p>2.d. Secure a flyer distribution service and arrange for at least two wide distribution efforts during</p>	2/28/11	Copy of invoice of flyer distribution service and list of distribution points	

	the course of the contract.			
	2.e. Place free Public Service Announcements (PSAs) in newspapers, websites, radio stations, at least twice annually.	2/28/11	Copy of PSA language and list of postings	
	2.f. Place a paid advertisement for the program before New Year resolutions to quit smoking. Ad should be placed in broad-reaching local newspapers for at least a week.	1/15/11	Copy of advertisement and invoice	
	2.g. Present to at least 3 health-related groups such as Women Infant Children (WIC), Public Health Nurses group, medical provider groups at local hospitals, or groups of professionals who conduct	3/30/11	Copy of presentation outlines/sign-ins	

	home visits or serve health needs.			
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<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>3. By September 30, 2010, recruit and train at least 12 course facilitators. This number will include refresher courses for existing facilitators, as well a full training for the new group of facilitators who can be called upon to conduct classes.</p>	<p>3.a. Outreach to known individuals and send an announcement about the positions on Craigslist and through local email listservs.</p>	7/30/10	Copy of announcement and distribution list	
	<p>3.b. Conduct a facilitator training and refresher course for all who will be facilitating classes.</p>	8/30/10	Agenda and training materials and sign-in	
	<p>3.c. Prepare an evaluation form for the training to identify additional training needs and for continuous quality improvement.</p>	8/30/10	Evaluation form	
	<p>3.d. Arrange contracts with facilitators, delineating their responsibilities for conducting the 6-week classes,</p>	9/30/10	Completed contracts	

	conducting 1-month and 3-month follow-up surveys for all participants, and explaining the facilitator payment system.			
	3.e. New facilitators should be shadowed by staff at their initial session(s) to assess competence.	10/30/10	Evaluation of first sessions	

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation / Process Measures</u>	<u>Payment</u>
<p>4. By June 30, 2011, conduct 14-20 six-session cessation classes. A special effort will be made to ensure that at least 2 classes are conducted in Spanish.</p>	<p>4.a. Conduct 12-18 classes in English.</p>	<p>5/30/11</p>	<p>Notice of class completion and number of participants</p>	
	<p>4.b. Conduct at least 2 classes in Spanish.</p>	<p>4/30/11</p>	<p>Notice of class completion and number of participants</p>	<p>Contractor shall bill \$3,000 each for 2 Spanish classes. This amount is set aside, and contractor will not bill for the final \$6,000 of the contract if these 2 classes have not been held.</p>
	<p>4.c. Facilitators will be paid for conducting class at the conclusion of each class, and will be given an additional stipend for completing follow-up surveys with class participants at 1 and 3 months.</p>	<p>6/30/11</p>	<p>Report on completion of classes and status of follow-up surveys</p>	

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>5. By June 30, 2011, complete evaluation of cessation services, including evaluation of facilitator training, end-of-course, 1-month and 3-month surveys, and partnering with TPP for analysis of referral sources.</p>	<p>5.a. After collecting facilitator training evaluations, compile results, developing action items that can be followed up on.</p>	<p>9/30/10</p>	<p>Facilitator training evaluation results</p>	
	<p>5.b. Collect end-of-course surveys for all participants and provide analysis for each class.</p>	<p>6/30/11</p>	<p>Evaluation of each class</p>	
	<p>5.c. Collect 1-month and 3-month follow up surveys from all course participants. Analyze the results for each class. The goal is to follow up with 70% of participants at 1-month and 50% at 3-months.</p>	<p>6/30/11</p>	<p>Analysis of follow-up results for each class</p>	

	<p>5.d. Develop a referral source tracking mechanism with the assistance of the Tobacco Prevention Program and program evaluator. Utilize this with every referral.</p>	7/30/10	Tracking tool	
	<p>5.e. Work with TPP to analyze referral sources at least two times annually (in November and March).</p>	3/30/10	Analysis of referral sources	

<u>Objective</u>	<u>Major Activities</u>	<u>Completion Date</u>	<u>Documentation/ Process Measures</u>	<u>Payment</u>
<p>6. By June 30, 2011, provide technical assistance to at least 3 agencies interested in conducting smoking cessation and tobacco education classes. This may include conducting an initial class or round of classes at the facility, brainstorming with the agency about how to engage clients or community, providing educational materials, conducting staff or community presentations, and other activities as required.</p>	<p>6.a. Outreach to community agencies or treatment agencies to provide technical support on the issue of tobacco cessation.</p>	11/30/10	List of contacts at local agencies	
	<p>6.b. Provide educational materials and handbooks as needed to partnering agencies.</p>	1/30/11	List of distributed materials	
	<p>6.c. Conduct educational presentations to staff and/or train staff to become facilitators.</p>	2/28/11	Presentation agenda/list of potential agency facilitators	
	<p>6.d. Support agency facilitation staff by sitting in on sessions as needed or assisting with provision of tracking forms and tips to facilitate groups.</p>	3/30/11	Record of agency staff support	

Exhibit "B" – Payments and Rates

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

Smoke Free MUH Policy Project

- A. Contractor will provide services describe in column labeled Major Activities by the date listed in the column labeled Completion Date.
- B. Contractor will invoice County per amount described in the column labeled Payment upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachment A is FORTY THOUSAND DOLLARS (\$40,000).

Tobacco Cessation Services

- A. Contractor will provide services describe in column labeled Major Activities by the date listed in the column labeled Completion Date.
- B. Contractor will invoice County per amount described in the column labeled Payment upon completion of each major activity, and County will remit payment.
- C. The maximum amount to be paid to Contractor for services in Attachment B is EIGHTY THOUSAND DOLLARS (\$80,000).

In any event, the total amount to be paid to Contractor for services rendered shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLRS (\$120,000) for the Agreement term.