

**THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN
MATEO AND
BRIGHT RESEARCH GROUP, INC.**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____
day of _____, 20____, by and between the COUNTY OF SAN MATEO,
a political subdivision of the state of California, hereinafter called "County," and
BRIGHT RESEARCH GROUP, INC., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Section 31000 of the California Government Code,
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 June 9, 2014, to provide
evaluation services, in the amount of \$40,000, for the term July 1, 2014 through June
30, 2016; and

WHEREAS, on June 16, 2016, the Chief of the Health System approved a first
amendment to the agreement to provide survey design and evaluation services,
increasing the contract maximum by \$51,980 to a new maximum of \$91,980 and
extending the term of the agreement through June 30, 2017; and

WHEREAS, on July 26, 2016, the Chief of the Health System approved a
second amendment to the agreement to develop an online survey, increasing the
contract maximum by \$6,000 to \$97,980, with no change to the term of the
agreement; and

WHEREAS, the parties wish to amend the Agreement to provide additional
evaluation services, increasing the contract maximum by \$28,800 to \$126,780, with
no change to the term of the agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3.
Payments below:

In consideration of the services provided by Contractor in accordance with all
terms, conditions, and specifications set forth in this Agreement and in Exhibit
A3, County shall make payment to Contractor based on the rates and in the

manner specified in Exhibit B3. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$126,780). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Paragraph 2. Contract Term is hereby deleted and replaced with Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2014 through June 30, 2017.

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

3. Paragraph 4. Relationship of the Parties is hereby deleted and replaced with Paragraph 7. Relationship of the Parties below:

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

5. Paragraph 8. Confidentiality. is hereby deleted.
6. Paragraph 7. Hold Harmless is hereby deleted and replaced with the Paragraph 8. Hold Harmless below:

- a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(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, if applicable, 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 and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section 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 by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or

misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Paragraph 9. Non-Assignability. Is hereby deleted and replace with Paragraph 9. Assignability and Subcontracting below:

Contractor shall not assign this Agreement or any portion of it 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 County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

8. Paragraph 10 Termination of Agreement is hereby deleted.
9. Paragraph 6. Insurance is hereby deleted and replaced with the Paragraph 10. Insurance below:

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents 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 Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(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 (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants 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, County, 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 and payment pursuant to this Agreement.

10. Paragraph 17. Compliance with State, Federal, and Local Laws, Regulations, and Ordinances is hereby deleted and replaced with Paragraph 11. Compliance with Laws below:

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, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability 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. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law

or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it 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. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

11. Paragraph 12. Non-Discrimination is hereby deleted and replaced with the Paragraph 12. Non-Discrimination and Other Requirements below:

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information

b. 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 upon request.

C. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability 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 any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its

employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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 the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

- 12. Paragraph 13. Equal Benefits is hereby deleted.
- 13. Paragraph 20. Jury Duty Requirements is hereby deleted and replaced with Paragraph 13. Compliance with County Employee Jury Service Ordinance below:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Paragraph 14. History of Discrimination. Is hereby deleted.
15. Paragraph 15. Retention of Records is hereby deleted and replaced with the Paragraph 14. Retention of Records; Right to Monitor and Audit below:
- (a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.
- (b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.
- (c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies 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, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
16. Paragraph 18. Merger Clause is hereby deleted and replaced with Paragraph 15. Merger Clause; Amendments below:
- This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement 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 the body of this 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 the 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 or amendments shall be in writing and signed by the parties.
17. Paragraph 16. Health Insurance Portability and Accountability Act of 1996 (HIPPA) is hereby deleted.
18. Paragraph 21. Electronic Signature is hereby deleted and replace with Paragraph 18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with

California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Paragraph 19. Governing Law. Is hereby deleted.

20. Paragraph 11. Payments of Permits/Licenses is hereby deleted and replaced with the Paragraph 19. Payments of Permits/Licenses below:

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

21. Paragraph 5. Availability of Funds below is hereby added:

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.

22. Paragraph 6. Contract Materials below is hereby added:

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law

23. Paragraph 17. Notices below is hereby added:

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

In the case of County, to:

Name/Title: Edith Cabuslay/Program Service Manager

Address: 1950 Alameda de las Pulgas, San Mateo, CA
Telephone: (650) 573-2227
Facsimile:
Email: ecabuslay@smcgov.org

In the case of Contractor, to:

Name/Title: Brightstar Ohlson/CEO
Address: 660 13th Street, Suite 202, Oakland, CA
Telephone: (510) 501-2987
Facsimile:
Email: bohlson@brightresearchgroup.com

24. Exhibit A2 is hereby deleted and replaced with the Exhibit A3 and Exhibit B3 attached hereto.
25. All other terms and conditions of the agreement dated June 9, 2014, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures.

COUNTY OF SAN MATEO

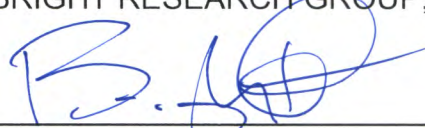
By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BRIGHT RESEARCH GROUP, INC.



Contractor's Signature

Date: 2/3/17

EXHIBIT A3 – SERVICES
BRIGHT RESEARCH GROUP, INC.
FY 2014 – 2017

In consideration of the payments set forth in Exhibit B3, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Tobacco Prevention Program

1. Contractor shall provide evaluation services, and training and technical assistance to include the following:
 - a. Ongoing technical assistance to the Tobacco Program, Tobacco Education Coalition and grantees as needed.
 - b. Analyze multiple sources of data to assess activities of the Coalition.
 - c. Conduct quantitative and/or qualitative analysis of the following data:
 - i. Progress reports provided by grantees;
 - ii. Data compiled by grantees, including surveys, evaluations, etc.;
 - iii. Data provided by Tobacco Education Coalition;
 - iv. Data gathered by evaluator through field research activities (key informant interviews and site observations); and
 - v. Any other relevant data or research.
 - d. Follow timelines and evaluation activities delineated in the project work plan.
2. Contractor shall complete the following annually by September 30th:
 - a. Develop an evaluation plan that meets the goals and objectives of the Tobacco Education Coalition.
 - b. Correspond with the Tobacco Prevention Program (TPP) Director and provide assistance in the development of an evaluation plan that includes measurable outcomes, indicators, data collection timelines and tools.
3. Contractor shall complete the following field research activities outlined in the evaluation plan annually by December 31st:

- a. Communication: Meet with the program staff to determine the number of key informant interviews, site observations and other research.
 - b. Data collection tools and design: Design data collection tools (key informant interviews and site observations), share with Tobacco program staff and revise as appropriate.
 - c. Coordination: Create database to manage scheduling, arrange field research activities, communicate with grantees and other relevant parties, and manage logistics.
4. Contractor shall complete the following annually by June 30th:
 - a. In collaboration with the TPP Director, provide evaluation services as well as technical assistance to the TPP, its contractors, and the Tobacco Education Coalition.
 - b. Attend quarterly Tobacco Education Coalition meetings as well as occasional subcommittee meetings as requested by the TPP Director.
 - c. Submit final evaluation report (with case studies of policy objectives) to funder. Develop and conduct presentation of evaluation data to the Tobacco Education Coalition at least once during contract period.
 - d. Complete the cumulative Fiscal Year final evaluation report.
5. Data collection: conduct five (5) key informant interviews for each objective, one (1) media record review, and two (2) policy record reviews.
6. Reporting: Create two (2) Brief Evaluation Reports of objectives as set forth by the funder, and two (2) public opinion poll analyses.
7. Provide forty (40) hours of comparative evaluation design, data analysis, data visualization, and revision of Health Equities Report and PowerPoint based on San Mateo County Tobacco Retail Survey Results of FY 2013-14 and FY 2015-16.
8. Provide thirty (30) hours of comparative evaluation design, data analysis, data visualization, and revision of Health Equities Report and PowerPoint based on San Mateo County Health Stores for a Healthy Community results of FY 13-14 and FY 15-16.

9. Conduct key informant interviews, media activity record review and brief evaluation reports as prescribed in the CTCP Scope of Work.

B. Alcohol & Other Drug Prevention Program

1. Contractor shall provide evaluation services, and training and technical assistance to include the following:
 - a. Strategic advice on partnership evaluations.
 - b. Evaluation planning and logic model development
 - i. Facilitate in person meetings
 - ii. Draft Logic Model
 - iii. Revise and provide feedback on logic model
 - c. Develop a public opinion survey on marijuana in coordination with TPP and Alcohol and Other Drug (AOD) Prevention Program
 - i. Review existing surveys to research potential elements.
 - ii. Conduct in person meeting related to the development of the survey.
 - iii. Develop online platform for survey that will allow for online survey administration in English, Spanish, Tagalog, Chinese, Tongan, Russian, Samoan, Korean, and Vietnamese.
 - iv. Training to TPP and AOD on survey dissemination.
 - v. Analyze data and summarize findings in a brief 3-5 page written report.
 - vi. AOD analysis based on other areas of interest such as cross tabulation by race/ethnicity, income and other factors.
 - d. Develop evaluation of partnership's growth in capacity for policy work
 - i. Provide training on survey development.
 - ii. Observe training for quality control.
 - iii. Perform key informant interviews with partners.
 - iv. Summarize results of efforts in a written document.
 - e. Conduct stakeholder interviews/surveys
 - i. Develop protocol and administer 8-10 interviews with stakeholders such as the County Manager and/or Board of Supervisors.
 - ii. Summarize results of the interviews in a written document.

- f. Evaluate partnership activities
 - i. Conduct twenty (20) informant interviews with lead agencies, non-funded lead agencies, evaluators of each partnership, staff interviews;
 - ii. Review reports, RFPs and other documents;
 - iii. Provide analysis of State Indicators Report to Look at Trends in AOD use;
 - iv. Submit written summary report; and
 - v. Coordinate with AOD and project management to evaluate partnership activities.
- g. Technical assistance and strategic advising
 - i. Conduct webinar with evaluators and partnerships regarding Jurisdictional Analysis and Countywide results; and
 - ii. Ongoing technical assistance with the County regarding results, general technical assistance with strategic planning, and other requests as needed.

II. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

A. Tobacco Prevention Program

Goal: Provide data to ensure optimal program implementation

Objective: In collaboration with TPP staff, conduct evaluation activities to assess baseline community data, gauge progress towards program goals, and provide ongoing evaluation consultation as needed. Evaluation activities can include tool development, key informant interviews, data collection and analysis, report development, and staff/community partner trainings. Contractor will conduct a minimum of 4 evaluation activities by June 30, 2017 and provide data to BHRS.

B. AOD Prevention Program

Goal: Provide timely analysis and evaluation results to BHRS.

Objective 1: 100% of report evaluation and analysis will be submitted to BHRS by June 30, 2017.

*** END OF EXHIBIT A3 ***

EXHIBIT B3 – PAYMENTS AND RATES
BRIGHT RESEARCH GROUP, INC.
FY 2014 – 2017

In consideration of the services provided by Contractor in Exhibit A3, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$126,780).

B. Tobacco Prevention Program

The total amount County shall be obligated to pay Contractor for Tobacco Prevention services shall not exceed SIXTY THOUSAND DOLLARS (\$60,000) for the term of the agreement.

1. Contractor shall be paid at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125) per hour, for the term July 1, 2014 through June 30, 2016.
2. Contractor shall be paid at a rate of ONE HUNDRED FIFTY DOLLARS (\$150) per hour, for the term July 1, 2016 through June 30, 2017.
3. Payments received are to cover all costs of Contractor, including, but not limited to, telephone expenses, travel and completion of all paperwork.

C. Alcohol and Other Drug Prevention Program

The total amount County shall be obligated to pay Contractor for Alcohol and Other Drug Prevention services shall not exceed SIXTY-SIX

THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$66,780) for the term April 15, 2016 through June 30, 2017.

1. Contractor shall be paid at the rate of ONE HUNDRED FIFTY DOLLARS (\$150) per hour.
 2. Payments received are to cover all cost of the Contractor, including, but not limited to, telephone expenses, travel and completion of all paperwork.
- D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- E. Modifications to the allocations in Paragraph A of this Exhibit B3 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- F. 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.
- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2017, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- I. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment.

Invoices and monthly progress reports for the Tobacco Prevention Program are to be submitted to:

County of San Mateo
Public Health

Attn: Tobacco Prevention Program Director
2000 Alameda de las Pulgas, Suite 200
San Mateo, CA 94403

Invoices and monthly progress reports for Alcohol and Other Drug Prevention services are to be submitted to:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Program Analyst
310 Harbor Blvd., Building E
Belmont, CA 94002

- J. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- K. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- L. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.
- M. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

N. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A3 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at Oakland California, on Feb 3 2017
Signed  Title CEO
Agency Bright Research Group

*** END OF EXHIBIT B3 ***