

COUNTY OF SAN MATEO  
Departmental Correspondence

25

DATE: **APR 24 2001**

HEARING DATE: **MAY 01 2001**

TO: Honorable Board of Supervisors  
FROM: John Conley, Deputy Director, Public Health  
SUBJECT: Amendment to the Agreement with Polaris Research and Development

RECOMMENDATION

Adopt a resolution authorizing the President of the Board to execute an amendment to the agreement with Polaris Research and Development.

Background

In October 1998, the San Mateo County AIDS Program was awarded \$480,000 from the state Office of AIDS for the development and implementation of an HIV Prevention Social Marketing Campaign in East Palo Alto over a three-year period.

In March 1999, the AIDS Program issued a Request for Applications (RFA) that detailed the requirements for the HIV Prevention Social Marketing Campaign. After reviewing four applications, a Review Panel selected Polaris Research & Development, Inc. (Polaris) as the most qualified applicant. On May 18, 1999, your Board approved an agreement with Polaris for the development and implementation of this campaign in the East Palo Alto area. The total amount was \$300,000 for the term April 1, 1999 through June 30, 2000. The AIDS Program retained \$20,000 of the funding for program support costs.

In January 2000, the County received a one-time augmentation of HIV Education & Prevention funds from the State Office of AIDS in the amount of \$58,393. The AIDS Program chose to use \$10,000 of these funds to increase the total amount of its agreement with Polaris for the Social Marketing Campaign to \$310,000. Polaris used this additional \$10,000 to purchase campaign materials originally developed for use in East Palo Alto and to distribute them countywide.

In October 2000, Polaris and the County entered into a contract for \$150,000 for the third and final year of the social marketing campaign. Year three of the campaign includes the expansion of merchant participation, an increase in the involvement of Pacific Islander and teens, a spring HIV prevention promotional event, and the completion of an evaluation component. The evaluation component includes recruitment and training of community researchers, data entry and analysis, and a comparison of pre-test and post-test results administered during year one and year three.

Discussion

In March 2001, the County received from the State Office of AIDS a one-time, \$10,000 augmentation to the Social Marketing Campaign. The purpose of this increase is to provide additional resources for the planned expansion of outreach to the Pacific Islander community in East Palo Alto. Polaris will work closely with Pacific Islander Outreach to accomplish this purpose.

The following is the outcome objective related to this augmentation in funding that is being measured in 2000-01.

Outcome	1999-00 Actual	2000-01 Projected
Pacific Islander youth more aware of HIV and safer sex by June 30, 2001.	NA*	50%

\*This is a new service component of the Social Marketing Campaign

Term

The term of the agreement, July 1, 2000 through June 30, 2001, remains the same. County Counsel has reviewed and approved the agreement.

Fiscal Impact

The maximum amount of this agreement is \$160,000. Revenues and expenditures for this agreement are included in the approved 2000-01 AIDS Program budget. Funding for this social marketing campaign comes from the State Office of AIDS. There is no net county cost.

RECOMMENDED



HEALTH SERVICES DEPARTMENT

RESOLUTION NO. \_\_\_\_\_

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN  
AMENDMENT TO THE AGREEMENT WITH  
POLARIS RESEARCH AND DEVELOPMENT

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an Amendment to the Agreement, reference to which is hereby made for further particulars, whereby Polaris Research and Development shall continue to provide the HIV Prevention Social Marketing Campaign in East Palo Alto for the San Mateo County AIDS Program; and

WHEREAS, this Board has been presented with the Amendment to the Agreement and has examined and approved it as to both form and content and desires to enter into the Amendment to 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 Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

AMENDMENT TO THE AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and POLARIS RESEARCH AND DEVELOPMENT (hereinafter called "Contractor"),

W I T N E S S E T H:

WHEREAS, on October 17, 2000, the parties hereto entered into an agreement (hereinafter referred to as the "Original Agreement") for the furnishing of certain services by Contractor to County as set forth in that Original Agreement; and

WHEREAS, it is now the mutual desire and intent of the parties hereto to amend and clarify that Original Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties that the Original Agreement is amended as follows:

1. Section 2, Payments, Paragraph A, Maximum Amount, of the Original Agreement is hereby amended to read as follows:

“2. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000) for the contract term.”

2. Section 6, Non-Discrimination, of the Original Agreement is hereby amended to read as follows:

“6. Non-Discrimination

Contractor shall comply with the non-discrimination requirements described in Schedule C, which is attached hereto, and incorporated herein.

Contractor shall comply with County admission and treatment policies which shall provide that patients are accepted for care without discrimination on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap, or political affiliation.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including, but not limited to:

- i. termination of this Agreement;
- ii. disqualification of Contractor from bidding on or being awarded a County contract for a period of up to three (3) years;
- iii. liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$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 paragraph, the County Manager shall have the authority to:

- i. examine Contractor's employment records with respect to compliance with this paragraph;
- ii. set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other contractor 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 thirty (30) days of such filing, provided that within such thirty (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 its response to the complaint when filed."

3. Schedule B, Section I, Payments, of the Original Agreement is hereby amended to read as follows:

"I. PAYMENTS

- A. Contractor shall submit a financial statement for expenses incurred the previous month by the fifteenth (15<sup>th</sup>) day following the end of the previous month consistent with Contractor's budget, attached hereto and incorporated by reference herein.

B. The AIDS Program Director or his designee shall review and approve all invoices prior to processing for payment.

County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable.

In any event, the total amount of this Agreement shall not exceed ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000)."

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that:

1. These amendments are hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
2. All provisions of the Original Agreement, including all references to audit and fiscal management requirements unless otherwise amended hereinabove, shall be binding on all the parties hereto.
3. All provisions of the Original Agreement, including all monitoring and evaluation requirements, shall be applicable to all amendments herein.

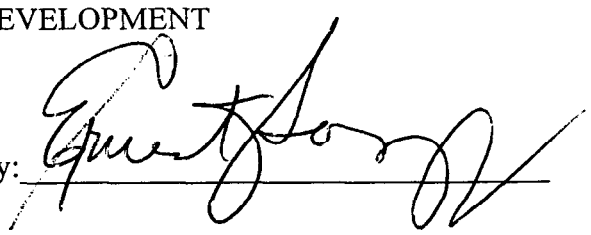
NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES that the Agreement of October 17, 2000, be amended accordingly.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hand on the day and year first above written.

COUNTY OF SAN MATEO

POLARIS RESEARCH AND DEVELOPMENT

By: \_\_\_\_\_  
Michael D. Nevin, President  
Board of Supervisors, San Mateo County

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Date: 7.18.01 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Date: \_\_\_\_\_

POLARIS RESEARCH AND DEVELOPMENT

2000-2001 FISCAL YEAR

	<u>Approved Budget</u>	<u>Change</u>	<u>Amended Budget</u>
A. Personnel			
Project Director	24,000		
Outreach Coordinator	6,000		
Evaluation Coordinator	2,500		
Total Salaries	44,525		
Fringe Benefits @ 37%	12,025		
Total Personnel	56,550		
B. Operating Expenses			
Office Expenses	2,308		
Evaluation Costs	2,000		
Steering Group Stipends	6,000		
Total Operating Expenses	10,308		
C. Other Cost			
Free at Last Sub	54,000		
Media/Community Activities	28,782	10,000	38,782
Total Other Cost			92,782
D. Indirect	12,385		
	<u>160,000</u>		

FREE AT LAST DETAIL

Merchants, CBO Payments	15,000
Evaluation	14,000
Outreach	15,000
Other	<u>10,000</u>
TOTAL	54,000

MEDIA/COMMUNITY ACTIVITIES DETAIL

PIO Subcontract	12,000	10,000	22,000
Other	<u>16,782</u>		
Total			38,782