

COUNTY OF SAN MATEO
Interdepartmental Correspondence

28

DATE: April 17, 2001
HEARING DATE: May 1, 2001

TO: Honorable Board of Supervisors

FROM: Maureen Borland, Director, Human Services Agency
Yvonne Frazier, Alcohol and Drug Services Manager

SUBJECT: Agreement with Polaris Research and Development, Inc.

Recommendation

Adopt a resolution authorizing the President of the Board to execute a First Amendment to the Agreement with Polaris Research and Development, Inc.

Background:

Under a FY1999-2000 agreement, Polaris Research and Development, Inc. began work with the Tobacco Education Coalition (TEC) Media Advisory Committee to initiate activities leading to development and implementation of a youth tobacco prevention media campaign.

The Contractor implemented a comprehensive media placement plan this year, developing and placing an initial phase of youth-oriented anti-tobacco media messages in appropriate television, radio and/or print media outlets in San Mateo County. Based on recommendations of youth focus groups, Polaris developed media spots, in consultation with the TEC Media Advisory Committee, featuring San Mateo County youth who speak from their own experience about the negative consequences of tobacco use.

The outcome objective for the initial media campaign was to increase youth awareness of negative effects of tobacco use. This was measured through a community survey of youth to assess the reach of the media messages.

Performance Measure	Projected FY2000-2001	Actual ** FY2000-2001 (Initial Media Campaign August-November, 2000)
Percent of youth reporting that they have seen/heard the media campaign messages.	25%	85%*

*aided recall; 413 respondents

**evaluation surveys collected in November and December, 2000

Discussion:

Based on the evaluation of the initial media campaign, the TEC recommended implementing a second phase utilizing the existing media spots and print materials. Funding of \$100,000 for this second phase of the media campaign will come from tobacco settlement funds and must be spent by June 30, 2001.

The second phase of the campaign will provide continuity by providing additional air time for the youth-oriented anti-tobacco media messages, placement of print messages in SamTrans busses and distribution of posters to schools. The Contractor will also develop an interactive web page

which will be part of an existing internet site. The web page will include the media messages, activities, information and links to other tobacco prevention and health promotion resources. The media messages will include linkages to the web page, and a promotional campaign will invite youth to visit the web page. The Contractor will track utilization of the website through collecting data on the number of hits to the website as well as providing a qualitative analysis of the personal stories of "the real cost of tobacco."

The resolution and amendment have been reviewed and approved as to form by the County Counsel's office.

Fiscal Impact

The term of the agreement remains the same. The amended contract obligation is \$199,000 which reflects an increase of \$100,000. Funding for this contract comes from tobacco settlement funds included in the FY2000-2001 Tobacco Prevention Program Budget. There is no Net County Cost as a result of this transaction.

Esther Lucas, ext. 6432

cc: Penny Bennett, Deputy County Counsel

RESOLUTION NO. _____

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE
AGREEMENT WITH POLARIS RESEARCH AND DEVELOPMENT, INC.

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

WHEREAS, on October 27, 2000, the County of San Mateo entered into an Agreement
with Polaris Research and Development, Inc. to provide tobacco prevention education services;
and

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

WHEREAS, this Board has been presented with a form of a First Amendment to the
Agreement and has examined and approved it as to both form and content and desires to enter
into said First Amendment to the Agreement:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the President of this Board of
Supervisors be, and is hereby authorized and directed to execute said First 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.

FIRST AMENDMENT TO THE AGREEMENT WITH
POLARIS RESEARCH AND DEVELOPMENT, INC. FOR TOBACCO PREVENTION
EDUCATION SERVICES

This Amendment, entered into this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (hereinafter called "County") and POLARIS RESEARCH AND DEVELOPMENT, INC. (hereinafter called "Contractor");

W I T N E S S E T H :

WHEREAS, on October 27, 2000, the parties hereto entered into an Agreement for the furnishing of tobacco prevention education services by Contractor to County as set forth in that Agreement; and

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

NOW, THEREFORE, the Agreement is hereby amended to read as follows:

1. Change #1: Delete Paragraph 3.A. Maximum Amount and insert the new Paragraph 3.A. to read as follows:

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Exhibit A, the amount that the County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$199,000) for the contract term. The maximum County contract obligation shall not change even if the estimated other revenue changes. The maximum County obligation stated in this section is based on the following projections:

Org#s:	74182
Acct#s:	5827
	<u>Tob. Prev. Ed.</u>
Total Estimated Gross program Cost	\$199,000
*Less Estimated Other Revenue	\$ -0-
Maximum County Contract Obligation	\$199,000

* Estimated Other Revenue consists of estimates of one (1) or more of the following: third-party payments, client fees, prior year's excess fees, donations, fundraising proceeds, in-kind contributions and other grants.

2. Change #2: Insert Paragraph 16 to read as follows:
16. Violation of the 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 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 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 complaint, 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.

3. Change #3: Insert in Exhibit A the new Paragraphs I.A.3. and I.A.4 to read as follows:

- 3. Develop and implement, on an existing internet website selected with approval of TEC Media Advisory Committee, a youth-focused anti-tobacco web page. Include

activities, information and links.

- a. Design and conduct a promotional campaign to invite youth to visit the web page.
 - b. Include material produced as part of the media campaign described in Paragraph I.A.2. above into the web page design.
 - c. Create a bulletin board link for youth to submit personal stories on the topic "the real cost of tobacco hits home." Coordinate with TPP regarding protocols for appropriate use of submissions and possible follow-up activities.
4. Develop and implement a second phase of the media campaign described in Paragraph I.A.2 above, utilizing the material produced as part of the first phase and including new website contact information.
- a. Place previously developed electronic media on local cable and radio stations.
 - b. Revise print media to coordinate with website implementation. Place revised print media in SamTrans busses and provide free posters to local schools.

4. Change #4: Delete in Exhibit A the Paragraph II.A.1. and insert in its place the new Paragraph II.A.1. to read as follows:

1. Contractor shall submit a financial statement for expenses incurred the previous month by the fifteenth (15th) day following the end of the previous months. County shall pay Contractor for Project Director services at the rate of sixty-six dollars (\$66.00) per hour and Creative Director services at the rate of seventy dollars (\$70.00) per hour. All other Contractor costs incurred, including media buys, will be paid upon actual expenditures against the line item expenses outlined in the program budget on a cost reimbursement basis. Contractor costs will be approximately fifteen thousand dollars (\$15,000) for staffing, fifty-thousand dollars (\$50,000) to purchase air time on KMEL radio, eighty-five thousand dollars (\$85,000) to purchase time on cable TV including MTV, thirty-five thousand dollars (\$35,000) to produce four (4) television spots to air on cable TV, ten thousand dollars (\$10,000) for printing and graphic design of posters for placement inside SamTrans buses and schools, and four thousand (\$4,000) for website design.

5. Change #5: Delete in Exhibit A the Paragraph II.A.3. and insert in its place the new Paragraph II.A.3. to read as follows:

3. The maximum amount of payments for the term of the Agreement shall not exceed

ONE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$199,000).

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

1. The Agreement of October 27, 2000 be amended accordingly.

2. This Amendment is hereby incorporated and made a part of the original Agreement and subject to all provisions therein.

3. All provisions of the original Agreement, and subsequent Amendments, including references to audit and fiscal management requirements otherwise amended hereinabove, shall be binding on all parties hereto.

4. 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 27, 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

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

Date : _____

ATTEST:

Clerk of Said Board

Date: _____

POLARIS RESEARCH AND DEVELOPMENT, INC.

William Baynes, Chief Social Marketing

Name, Title - Print

W Baynes

Signature

Date: *4/10/01*

Contractor's Tax I.D. # *94-3229779*

COUNTY OF SAN MATEO
MEMORANDUM

DATE: 4-10-01
TO: Priscilla Morse, Risk Manager
FROM: Esther Lucas FAX: 802-6440; Pony: HSA202PE; Phone: 802-6432
SUBJECT: Contract Insurance Approval

CONTRACTOR NAME: Polaris Research & Development, Inc.

DO THEY TRAVEL: yes

PERCENT OF THE TIME minimal

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): media campaign for tobacco prevention education.
Develop/place media spots; web site development.

COVERAGE	Amount	Approve	Waive	Modify
Comprehensive General Liability	2,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1,000,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	—	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Insurance Renewal/Amendment adds funds/similar services.

Priscilla Morse
Signature

SUBMIT TO RISK MANAGEMENT

PONY EPS-163

FAX 363-4864

ACORD CERTIFICATE OF LIABILITY INSURANCE		BSR KF ORSAT-1	DATE (MM/DD/YY) 09/13/00
PROLCGER Sweet & Baker Ins. Brokers Inc 1375 Sutter Street, #308 San Francisco CA 94109-5475 Phone: 415-885-5300		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Polaris Research & Development, Inc. Attn: Ernie Fazio 390 - 4th Street San Francisco CA 94107-1729		INSURERS AFFORDING COVERAGE	
		INSURER A: Fireman's Fund Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	MZX80741683	09/29/00	09/29/01	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COM/OP AGG \$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	MZX80741683	09/29/00	09/29/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				INC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 SAN MATEO COUNTY HUMAN SERVICES AGENCY IS NAMED AS ADDITIONAL INSURED AS RESPECTS CONTRACT WITH NAMED INSURED.

CERTIFICATE HOLDER San Mateo County Human Services Agency Attn: Edith Cabuslay 400 Haror Blvd. Bldg C Belmont CA 94002	Y	ADDITIONAL INSURED; INSURER LETTER: SANMATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Donald Sweet ext. 109
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**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

OCTOBER 25, 2000

POLICY NUMBER: 1574964 - 00
CERTIFICATE EXPIRES: 11-1-01

SAN MATEO COUNTY HUMAN SERVICES AGENCY
ATTN: EDITH CABUSLAY
400 HARBOR BLVD., BLDG. C
BELMONT, CA 94002

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ³⁰ days' advance written notice to the employer.
XX

We will also give you ³⁰ days' advance notice should this policy be cancelled prior to its normal expiration.
XX

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Tom Hansen
AUTHORIZED REPRESENTATIVE

KCBollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10/25/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

POLARIS RESEARCH DEVELOPMENT, INC.
390 - 4TH STREET
SAN FRANCISCO, CA 94107