

COUNTY OF SAN MATEO
Interdepartmental Correspondence

Date: September 21, 2001

Hearing Date: October 23, 2001

TO: Honorable Board of Supervisors

FROM: Maureen D. Borland, Director, Human Services Agency
Yvonne Frazier, Administrator, Alcohol and Drug Services

SUBJECT: Agreement with Polaris Research and Development, Inc. for Alcohol and Drug Prevention Services for the One-Year Period July 1, 2001 through June 30, 2002

RECOMMENDATION

Adopt a resolution:

- 1) authorizing the President of the Board to execute an agreement with Polaris Research and Development, Inc. (Polaris) in the amount of \$108,900 for the one-year period July 1, 2001 through June 30, 2002; and
- 2) authorizing the Director of the Human Services Agency to execute amendments increasing the County's maximum fiscal obligation by a total of \$25,000 in the event of a commensurate increase in the term and/or the services.

Background

Under a FY 1999-2000 agreement, Polaris Research and Development, Inc. began working with the Tobacco Education Coalition (TEC) Media Advisory Committee to initiate activities leading to the development and implementation of a youth tobacco prevention media campaign.

In FY 2000-01, the Contractor implemented a comprehensive media placement plan, that developed and placed 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.

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

Based on the evaluation of the initial media campaign, the TEC recommended implementing a second phase utilizing the existing media spots and print materials.

The second phase of the campaign provided 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 developed an interactive web page which will be part of an existing internet site. The web page includes the media messages, activities, information and links to other tobacco prevention and health promotion resources. The media messages include linkages to the web page, and a promotional campaign invited youth to visit the web page.

Discussion

Services in FY 2001-02 will utilize the knowledge gathered through the focus groups and evaluation of the FY 2000-01 campaign activities. The Contractor will create a new round of media materials including three (3) to twelve (12) media messages that will be placed in television, radio, and/or print media outlets in San Mateo County. In addition, the Contractor will conduct an evaluation of this "first wave" of media messages utilizing a youth survey team who will be trained and supervised by Contractor's staff. The TPP will use information gained through the evaluation in its decision-making regarding future media campaign activities.

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

Fiscal Impact

The term of this one-year agreement is from July 1, 2001 through June 30, 2002. The total contract obligation is \$108,900, with \$49,000 from Tobacco Settlement Funds, \$50,000 from Agency fund balance, and \$9,900 from Net County Cost approved by the Board of Supervisors for Cost of Business Increase (COBI). The entire contract obligation is included in the FY 2001-02 preliminary budget for Tobacco Prevention Services.

Esther Lucas, ext. 6432
cc: Deborah Penny Bennett, Deputy County Counsel

RESOLUTION NO. _____

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH POLARIS RESEARCH AND DEVELOPMENT, INC. FOR TOBACCO PREVENTION SERVICES, AND AUTHORIZING THE DIRECTOR OF THE HUMAN SERVICES AGENCY TO EXECUTE AMENDMENTS INCREASING THE COUNTY'S MAXIMUM FISCAL OBLIGATION BY A TOTAL OF \$25,000 IN THE EVENT OF A COMMENSURATE INCREASE IN THE TERM AND/OR THE SERVICES.

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

WHEREAS, there has been presented to the Board of Supervisors for its consideration and acceptance an Agreement between the County of San Mateo and Polaris Research and Development, Inc., reference to which is hereby made for further particulars; and

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

BE IT FURTHER RESOLVED, that the Director of the Human Services Agency shall be authorized to execute amendments increasing the County's maximum fiscal obligation by a total of \$25,000 in the event of a commensurate increase in the term and/or the services.



**AGREEMENT BETWEEN
COUNTY OF SAN MATEO**

AND

POLARIS RESEARCH AND DEVELOPMENT, INC.
For the Period of

July 1, 2001 through June 30, 2002

Agency Contact:
Esther Lucas
Human Services Analyst
(650) 802-6432

**AGREEMENT WITH
POLARIS RESEARCH AND DEVELOPMENT, INC.
FOR TOBACCO PREVENTION SERVICES**

THIS AGREEMENT, 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, 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/ Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional services of tobacco prevention; in accordance with State and Federal laws, regulations and funding mandates.

The following exhibits and attachments are attached hereto and incorporated by reference therein.

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

1. **Exhibits and Attachments**

Exhibit A: Tobacco Settlement Funded Services and Rates of Payment for those Services.

Attachment 1: Compliance with Section 504

Attachment 2: Fingerprinting Compliance

Attachment 3: Equal Benefits Compliance

2. **Services to be Performed by Contractor.**

In consideration of the payments hereinafter set forth in the Exhibits and Attachments herein, Contractor shall perform tobacco prevention services as set forth in the Exhibits and Attachments attached and incorporated by reference.

3. **Payments.**

A. **Maximum Amount.** In full consideration of Contractor's performance of the services described in the Exhibits, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED EIGHT THOUSAND NINE HUNDRED DOLLARS (\$108,900) for the contract term.

B. **Rate of Payment.** The rates and terms of payment shall be specified in the Exhibits and Attachments. Any rate increase is subject to the approval of the Director of Human Services or her authorized representative, and shall not be binding on County unless so approved in writing. In no event may the established rates be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3.A. above. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits to the full satisfaction of the Director of Human Services or her representative.

C. **Time Limit for Submitting Invoices.** Contractor shall submit an invoice for services to County for payment in accordance with the provisions of the Exhibits and Attachments. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

In order to ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided to County no later than the fifteenth (15th) day of each month.

D. **Availability of Funds.** Payment for all services provided pursuant to this Agreement are contingent upon the availability of County, State, and Federal funds. In the event the State or Federal government does not appropriate or pay County the necessary funds as part of either or both of their budgets, the County shall not be liable for any payment whatsoever; including, but not limited to, payments that are based on County funds. The County may terminate this Agreement for unavailability of Federal, State or County funds.

E. **Program Budget.**

1. Contractor will expend funds received for operation of its program and services according to Contractor's annual operating budget. Said budget shall be subject to the approval of the Human Services Agency. Actual expenditures may exceed budgeted expenditures to the extent that actual income exceeds budgeted income.

2. Transfers between personnel and operating expenses that in the aggregate equal or exceed ten percent (10%) of the maximum amount specified in Paragraph 3.A. hereinabove or TEN THOUSAND DOLLARS (\$10,000), whichever is less, of the annual budget for contracted services may be made only upon prior authorization of the Alcohol and Drug Services Manager.

4. **Relationship of Parties.**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent

contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Service Rules.

5. **Hold Harmless.**

Contractor shall indemnify and save harmless the 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 whomever belonging; or (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of the County, its officers, agents, employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to the Agreement, provided that this shall not apply to injuries or damage for which the 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.

6. **Insurance.**

A. 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 the Director of Human Services and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the Human Services Agency 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 Human Services Agency or any pending change in the limits of liability or of any cancellation or modification of the policy.

1) **Workers' Compensation and Employer's Liability Insurance.**

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, Contractor makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' 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.** 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/it 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 himself/herself/itself or by any subcontractor 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 not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability... ..\$ 1,000,000
- (b) Automobile Liability.....\$ 1,000,000
- (c) Professional Liability.....\$ -0-

After one year from the date of this Agreement is first executed, the County may at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County agreements by giving sixty (60) days notice to Contractor. 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.

7. **Non-Discrimination.**

Contractor shall comply with the non-discrimination requirements described below:

A. **Section 504 of the Rehabilitation Act of 1973.**

- 1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled 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 contract.
- 2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids, and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Attachment 1, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. Non-Discrimination - General. No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. Non-Discrimination - Employment. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's equal opportunity employment policies shall be made available to County upon request.

D. Violation of the Non-Discrimination Provisions.

1. 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:

- a) Termination of this Agreement;
- b) Disqualification of the Contractor from bidding on or being awarded a County Contract for a period of up to 3 years;
- c) Liquidated damages of \$2,500 per violation;
- d) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

2. To effectuate the provisions of this paragraph, the County Manager shall have the authority to:

- a) Examine Contractor's employment records with respect to compliance with this paragraph;
- b) 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.

8. **Equal Benefits Compliance.** 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.

9. **Child Abuse Prevention, Reporting and Fingerprinting Requirements.**
Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency as defined in Penal Code Section 11165.9. This responsibility shall include:

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by Penal Code Section 11166(a), to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under Penal Code Section 11166(a), gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who work at the program and/or provide services under this Agreement and who have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.

D. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.

E. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this agreement. Such certification shall state that the individual has been fingerprinted, that the results of the

fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.

10. **Assignments and Subcontracts.**

A. Without the written consent of the Director of Human Services or her designee, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the Director of Human Services or her designee violates this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this contract without the written consent of the Director of Human Services or her designee.

C. All assignees, subcontractors, or consultants approved by the Director of Human Services or her designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

11. **Records.**

A. Contractor agrees to provide to County, to any Federal or State department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit 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.

B. Contractor shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of five (5) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

12. **Compliance with Applicable Laws.**

All services shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances, regulations, and funding mandates, including but not limited to appropriate licensure, certification regulations, and requirements pertaining to confidentiality, civil rights, and quality assurance. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. **Entire Agreement.**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. This Agreement is not a representation or indication of subsequent funding or contracting for the services described herein. The levels of services and payments set forth in this Agreement are not necessarily inclusive of start-up costs, or computed on an annualized basis.

15. **Interpretation and Enforcement.**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

(1) In the case of County, to:
San Mateo County Human Services Agency
Alcohol and Drug Services
400 Harbor Boulevard, Building C
Belmont CA 94002
(650) 802-6400

(2) In the case of Contractor, to:
Polaris Research and Development, Inc.
390 Fourth Street
San Francisco, CA 94107

B. **Controlling Law.** 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.

16. **Term of the Agreement.**

Subject to compliance with the terms and conditions of this Agreement, the term of this Agreement shall be from July 1, 2001, through June 30, 2002. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

17. **Outcome Based Management and Budgeting Responsibilities.**

Contractor's Responsibilities:

Engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- A. Attend planning and informational meetings
- B. Develop program performance and outcome measurements
- C. Collect and submit data necessary to fulfill measurement requirements
- D. Participate in technical assistance and training events offered by the Human Services Agency and seek technical assistance and training necessary to fulfill measurement requirements
- E. Participate in a review of performance and outcome information
- F. Comply with OBM Implementation Guidelines as specified in memos released by the Human Service Agency

Human Services Agency's (HSA) Responsibilities:

- A. Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative
- B. Issue and review OBM Implementation Guidelines
- C. Conduct review of performance and outcome information

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

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

Date: _____

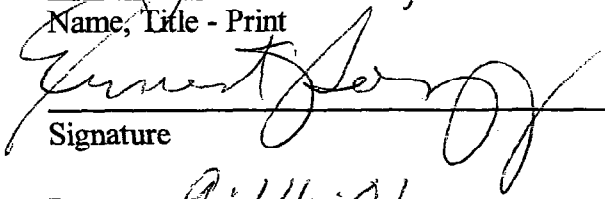
ATTEST:

Clerk of Said Board

Date: _____

POLARIS RESEARCH AND DEVELOPMENT, INC.

Ernest J. Fazio, Jr President
Name, Title - Print


Signature

Date: 9.14.01

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

EXHIBIT A

POLARIS RESEARCH AND DEVELOPMENT, INC.

Tobacco Prevention Education Services Supported by Tobacco Settlement Funds

July 1, 2001 through June 30, 2002

Contractor will provide the following tobacco prevention education services at mutually agreed upon location(s) in San Mateo County.

I. Tobacco Education Media Campaign

Under the direction of the Tobacco Prevention Program (TPP) Project Director, Contractor agrees to work with the Tobacco Coalition Media Advisory Committee to develop, tag and place youth-oriented anti-tobacco messages.

A. Complete the following by June 30, 2002:

1. Conduct filmed interviews of seven (7) to twelve (12) people, identified as part of previously contracted tobacco prevention activities, to create a new round of media materials for placement in San Mateo County media outlets.
 - a. Evaluate filmed interviews to determine suitability of raw material for use in production of media spots.
 - b. Consult with the Tobacco Education Coalition (TEC) Media Advisory Committee to determine appropriate media messages.
 - c. Provide the TEC Media Advisory Committee with recommendations and options for media placement.
2. Produce one (1) to three (3) media spots based on determination of suitability of the materials. Place said messages in TV, radio and/or print media outlets in San Mateo County.
 - a. All media messages will reflect the findings and recommendations of youth focus groups facilitated by Contractor during FY1999-2000.
 - b. Develop a comprehensive media placement plan, which will assure the coordinated placement of messages in TV, radio and/or print media.
 - c. Provide the TEC Media Advisory Committee with information regarding youth media preferences in order to recommend appropriate venues for placement.

- d. Final selection of spots and media outlets will be done in consultation with the TEC Media Advisory Committee, with final approval by the Alcohol and Drug Services Manager or her designee.
3. Conduct an evaluation following the first wave (phase) of media to include:
 - a. Coordination with San Mateo County TPP staff in recruiting a youth survey team.
 - b. Providing trained survey administrators to accompany the youth survey team.
 - c. Providing training for youth surveyors.
 - d. Conducting data analysis of completed surveys
 - e. Submitting an evaluation report

B. Administrative and Reporting Requirements

Contractor will meet the following administrative and reporting requirements designed to support the activities described in Section I.A. of Exhibit A.

1. Assure that activities are culture, age and gender sensitive.
2. Send a representative to the following programs:
 - a. Regularly scheduled quarterly TEC meetings.
 - b. TPP Contractor orientation and one (1) to two (2) training events sponsored by the TPP for subcontractors and TEC members.
 - c. Tobacco education ethnic network, regional or statewide programs, meetings and conferences (optional, as time allows).
3. Submit monthly progress reports by the fifteenth (15th) day following the end of the previous month. Include with monthly progress reports:
 - a. Completed monthly evaluation forms with both qualitative and quantitative responses;
 - b. Materials developed during the month (flyers, invitations, programs, etc.).
4. Submit a written Year End report by July 15, 2002.

5. Present an oral report at the final TEC Coalition meeting during the contract term.
6. TPP staff will conduct two (2) site reviews of Contractor's program.

C. Outcome Objectives

Contractor will work collaboratively with TPP staff to design and implement a simple method of conducting outcome or impact evaluations that can be completed by June 30, 2002.

1. Submit a summary report for all evaluations conducted.
2. Submit documentation of media spots placed.
3. Conduct a community survey of teens and other adolescents to assess reach of media messages.
4. A thirty-five percent (35%) awareness of media messages outcome will be generated among San Mateo County youth as determined by a random sample intercept interview.

II. Planning Process for Prevention Services

Contractor will participate in a planning process, to be initiated and facilitated by Human Services Agency staff, to design a coordinated multi-disciplinary approach to providing prevention services. Participation may include but is not limited to the following:

1. Collecting and sharing information about the level and quality of services Contractor provides.
2. Attending planning meetings pertaining to design of the Human Services Agency's prevention services delivery system.
3. Participating in efforts to form linkages with other service providers, collaboratives and/or Family Resource Centers.

III. Rates of Payment

In full consideration of the tobacco prevention education services provided by Contractor, County shall pay Contractor the lump sum of \$108,900 as follows:

1. Contractor shall invoice for payments according to the following benchmarks:
 - a. A total of \$19,950 for Administrative Overhead (personnel and operating expenses, website) may be billed periodically.
 - b. \$9,950 upon completion of TV production.
 - c. \$3,000 upon completion of graphics production (posters).
 - d. \$9,350 upon completion of graphics printing (posters).
 - e. \$41,250 upon placement of all cable media.
 - f. \$20,400 upon placement of all radio media.

- g. \$5,000 upon completion and submission of evaluation report.
 - 2. The Alcohol and Drug Services Manager or her designee shall review and approve all invoices prior to processing for payment.
 - 3. The total amount of payments for the term of the Agreement shall be ONE HUNDRED EIGHT THOUSAND NINE HUNDRED DOLLARS (\$108,900).
 - 4. County shall have the right to withhold payment if County determines that the quality or quantity of the work performed is unacceptable. Approval of final payment is contingent upon satisfactory completion of all activities described in Section I of this Exhibit.
- B. County shall pay Contractor within 30 days of receipt of invoice, provided invoice is accurate and any supporting documentation required for payment of invoice is also accurate. Invoices and/or supporting documentation that is inaccurate or contains inconsistencies must first be corrected and a new invoice submitted. County shall pay Contractor within 30 days of receipt of corrected invoice and/or supporting documentation.
- C. All payments under this Agreement must directly support services specified in this Agreement.

ATTACHMENT 1

**(Required only from Contractors who provide services directly to the public
on County's behalf)**

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) give/gives this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognize/recognizes and agree/agrees that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

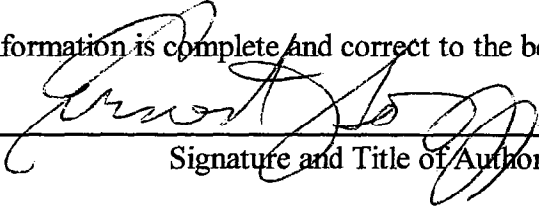
The Contractor(s): (Check a or b)

- a. () employs fewer than 15 persons.

- b. (X) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

<u>Betty Jean McNew Administrator</u>		
Name of 504 Person	- Type or Print	
<u>Polaris Research & Development, Inc. 390 4th St</u>		
Name of Contractor(s)	- Type or Print	Street Address or P.O. Box
<u>San Francisco</u>	<u>CA</u>	<u>94107</u>
City	State	Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

<u>9.14</u>	
Date	Signature and Title of Authorized Official

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT 2

FINGERPRINTING COMPLIANCE

Agreement with

Polaris Research and Development, Inc.

Name of Contractor

for

Tobacco Prevention

Services

- A. In accordance with the Child Abuse Prevention and Reporting section of this Agreement, Contractor agrees that its employees, subcontractors, assignees, volunteers and any other persons who work at the program and/or provide services under this agreement, and who will have supervisory or disciplinary power over a minor or any person under his/her care (Penal Code 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting will be at County's sole discretion and Contractor's sole expense.
- B. The fingerprinting process will be completed and the results of the process will be obtained before any of Contractor's employees, subcontractors, assignees or volunteers are assigned or permitted to work at the program. Alternatively, the contractor may set a hire date prior to obtaining fingerprinting results contingent on the candidate certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation, and (2) that the applicant understands that a background check will be conducted, and that he or she will be dismissed from employment immediately if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, or has omitted information regarding convictions, or if the fingerprinting results reveal any conviction incompatible with this employment.
- C. Contractor will maintain, and make available to County upon request, a written certification for each individual employee, subcontractor, assignee, volunteer and any other person who works at the program and/or provides services under this Agreement. Such certification shall state that the individual has been fingerprinted, that the results of the fingerprinting process have been obtained, and that the process has disclosed no criminal history on the part of the individual which would compromise the safety of persons with whom that individual has contact.


Name (Signature)

President

Title

9-14-01

Date

ATTACHMENT 3

**COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form**

I. Vendor Identification

Name of Contractor: Polaris RFD, Inc.
Contact Person: Ernest Fazio, James Brady
Address: 390 4th St.
San Francisco, CA 94107
Phone Number: 415-777-3229 Fax Number: 415-510-9625

II. Employees

Does the Contractor have any employees? Yes No
Does the Contractor provide benefits to spouses of employees? Yes No

* If the answer to one or both of the above is no, please skip to Section IV.*

III. Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 14 day of September, 2001 at San Francisco
(City)

Ernest Fazio
Signature
President
Title

Ernest J. Fazio, Jr.
Name (Please print)
94-3229779
Contractor Tax Identification Number

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
URSAI-1

DATE (MM/DD/YY)
09/13/00

PRODUCER
Sweet & Baker Ins. Brokers Inc
1375 Sutter Street, #308
San Francisco CA 94109-5475
Phone: 415-885-5300

INSURED
Polaris Research & Development, Inc.
Attn: Ernie Fazio
390 - 4th Street
San Francisco CA 94107-1729

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.

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.

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

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	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
San Mateo County Human Services Agency Attn: Edith Cabuslay 400 Haror Blvd. Bldg C Belmont CA 94002	SANMATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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

**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

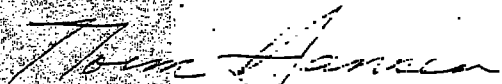
SAN MATEO COUNTY HUMAN SERVICES AGENCY
ATTN: EDITH CABUSLAY
400 HARBOR BLVD., BLDG. C
BELMONT, CA 94002

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 ten days advance written notice to the employer.

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

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 the terms, exclusions and conditions of such policies.



AUTHORIZED REPRESENTATIVE



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.

EMPLOYEE

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