

**Literacy Campaign for Monterey County  
Standard Agreement for Professional Services**

**CONTRACT NUMBER: 2016-001**

**CONTRACT DATE: MAY 1, 2016**

**CONTRACTOR:**

Name: County of Monterey (hereinafter "Contractor")  
Address: Monterey County Health Department - 1270 Natividad Road, Salinas,  
CA. 93906  
Telephone: (831) 755-4586  
FAX: (831) 755-4565  
E-mail: [hannikd@co.monterey.ca.us](mailto:hannikd@co.monterey.ca.us); [zerounianp@co.monterey.ca.us](mailto:zerounianp@co.monterey.ca.us)  
Tax I.D. Number: on file

**DESIGNATED LITERACY CAMPAIGN FOR MONTEREY COUNTY**

**REPRESENTATIVE:**

Len Foster, President  
Telephone: (831) 233-2301. E-mail: [lenfoster@comcast.net](mailto:lenfoster@comcast.net)

**FUNDING SOURCE:** Claire Giannini fund

**PROJECT TITLE:** Porque Me Amas Social Message Campaign

**DESCRIPTION OF CONTRACTOR'S SERVICES:** The Contractor will evaluate the impact of a Spanish language message campaign directed to parents OF young children during the initial 90-120 days phase of the campaign.

See Attachment A which includes list of Tasks and Work Schedules.

**CONTRACT TERM:** Commencing May 1, 2016 and expiring July 31, 2016.

**CONTRACT AMOUNT:**

Total amount payable by the Literacy Campaign for Monterey County under this agreement shall not exceed the sum of \$6,809.00

**WORK SCHEDULE:**

Contractor shall perform the Services in accordance with the Scope of Work and tasks/deliverables specified in Attachment A.

**FEES:**

Contractor shall be paid for performing the Services in accordance with the Fees for each task/deliverable listed in the Work and Payment Schedule in Attachment A.

**REIMBURSABLE EXPENSES:**

Contractor is expected to cover regular costs for local travel and materials incurred in the course of consulting services. Any extraordinary expenses will be reimbursed only with prior approval.

**PAYMENT TERMS:**

Contractor shall be paid within thirty (30) days following receipt of Contractor's invoice per the Scope of Work in Attachment A.

**ATTACHMENTS INCLUDED IN THIS CONTRACT:**

Attachment A: Scope of Work for Porque Me Amas Social Message Campaign

**Terms and Conditions:**

1. **Agreement.** This Standard Services Contract (this "Contract") is entered into, by, and between the Literacy Campaign for Monterey County (the Literacy Campaign) and the County of Monterey (the "Contractor") as of the Contract Date indicated above and consists of this document and the Attachments and Contract Documents identified above. Contractor hereby agrees to perform the Services for the Literacy Campaign, subject to the terms and conditions of this Contract.
2. **Term.** The Contract Term is set forth above.
3. **Compensation.** The Literacy Campaign shall pay Contractor the Fees set forth above in full compensation for the performance of the Services, as describes in Attachment A.
4. **Expenses.** The Literacy Campaign will reimburse Contractor for those costs and expenses actually incurred in performing the Services which are specifically itemized above and reflected in Attachment A. Except as so itemized, Contractor shall be responsible for all other costs and expenses in performing the Services, including, but not limited to, costs of transportation, office, telephone, materials and supplies, equipment and entertainment, and all other costs of doing business. Reimbursements shall be billed on Contractor's invoices for Fees and paid within thirty (30) days following receipt of invoice.
5. **Independent Contractor.** The relationship between the Contractor and the Literacy Campaign established by this Contract is that of an independent contractor, not one of employment, agency, partnership or joint venture, and nothing in this Contract shall be construed otherwise. Contractor shall supply all tools and instrumentalities required to perform the Services. Contractor shall be solely responsible for health and medical coverage, Social Security, worker's compensation and other taxes and withholdings for himself, herself, and/or any employees. The Literacy Campaign shall make no withholdings from payments due Contractor or contributions on behalf of Contractor or Contractor's employees pursuant to this Contract. Upon execution of this Contract, Contractor shall submit a Form W-9, Request for Taxpayer Identification Number and Certification, to the Literacy Campaign.
6. **Authority.** Neither Contractor nor any of his/her agents shall act on behalf of or in the name of the Literacy Campaign except as provided in this Contract.

7. **Ownership Rights.** All programs, documents, reports, and other materials developed by Contractor pursuant to this Contract shall belong to the Literacy Campaign and may be used by the Literacy Campaign for any purpose without further compensation to Contractor. Contractor hereby assigns the copyright to these materials to the Literacy Campaign. The Literacy Campaign's programs, copyright works, and other materials shall remain the property of the Literacy Campaign and shall be used by Contractor only for the specific purpose of performing the Services. Contractor shall not use or copy the Literacy Campaign's materials for any other project or purpose, except with the prior written consent of the Literacy Campaign. Materials previously copyrighted by the Contractor may be used in the activities of this Contract, with credits noted as appropriate.
8. **Confidentiality.** Contractor shall treat as confidential and not disclose to third persons, except his/her subcontractors and suppliers as is necessary to perform the Services, or use for his/her own or another's benefit, any information, discoveries, production methods, and the like which may be disclosed to Contractor in connection with the Services and which are identified by the Literacy Campaign or known by Contractor to be confidential or proprietary to the Literacy Campaign. This contract is a public record subject to disclosure pursuant to the California Public Records Act.
9. **Termination.**

Termination Based on Notice. During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. Contractor shall deliver to the Literacy Campaign any materials developed pursuant to this Contract and return any property loaned by the Literacy Campaign. All rights to these materials shall belong to the Literacy Campaign pursuant to paragraph 7 above. The provisions of paragraphs 7 and 12 shall survive termination of this Contract.
10. **Liability-Mutual Indemnification.** Contractor and the Literacy Campaign agree to defend, Indemnify and hold harmless each organization's respective officers, directors, agents, and employees from and against all claims of damages, losses, and expenses, including reasonable attorneys' fees, arising from the other party's performance of Services, including, but not limited to, any claim of copyright Infringement.
11. **Insurance Requirements.** Contractor will provide an S.I.R or Certificate of Insurance showing proof of: General Liability, Automobile Liability, Professional Liability and Workers' Compensation insurance coverage. On a separate endorsement for the General Liability Insurance, Contractor shall name the "Literacy Campaign for Monterey County, it's officers, agents and employees" as additional insurers with respect to services being provided including ongoing and completed operations and maintain in full force and effect, during the term of this Agreement.

**12. Dispute Resolution.**

The parties agree to attempt in good faith to resolve any dispute relating to this Contract. If they are unable to do so, they agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration. Any unresolved controversy or claim relating to this Contract or its breach or any question of arbitrability shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court jurisdiction. Any such mediation or arbitration shall be held in Monterey, California, unless another location is mutually agreed upon.

**13. Miscellaneous.**

This is the entire agreement between the parties on the subject matter and may not be modified except in a writing signed by both parties. This Contract shall apply to and be binding upon heirs, personal representatives, successors, and assigns of the parties. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. Neither party shall assign this Contract or its obligations thereunder without the express written consent of the other.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT BY THE AUTHORITY AS FOLLOWS.**

**LITERACY CAMPAIGN FOR MONTEREY COUNTY**

REPRESENTATIVE:

LEN FOSTER, PRESIDENT AND BOARD CHAIRMAN.

4/13/16  
DATE

**CONTRACTOR: COUNTY OF MONTEREY**

Interim Director of Health:

Elsa Jimenez, Interim Director of Health.

04/29/2016  
Date

County Counsel:

Stacy Saetta, Deputy County Counsel.

4/6, 2016  
Date

Risk Management:

Steve Mauk, Risk Manager.

Date

Auditor-Controller:

Gary Giboney, Auditor-Controller.

4-6-16  
Date

# MONTEREY COUNTY



DEPARTMENT OF HEALTH Ray Bullick, Director

ANIMAL SERVICES  
BEHAVIORAL HEALTH  
CLINIC SERVICES

EMERGENCY MEDICAL SERVICES  
ENVIRONMENTAL HEALTH

PUBLIC HEALTH  
PUBLIC ADMINISTRATOR/PUBLIC GUARDIAN

## Attachment A: Scope of Work for Porque Me Amas Social Message Campaign

This proposal is for evaluation services provided by Monterey County Health Department - Planning, Evaluation, and Policy unit (MCHD-PEP) for the Porque Me Amas social message campaign. Provided services pertain to the "Because you love me, read, play, and sing to me" social marketing campaign (*Because you love me*). The Literacy Campaign for Monterey County will act as the fiscal agent for the project.

**The evaluation Theory of Change is:** If parents are made aware of benefits to their child's brain development through active engagement, they will actively engage their child more frequently or with greater quality or for greater periods of time.

**Background:** The *Because you love me* content consists of images and text for print and electronic formats in Spanish only. A consultant to Porque conducted focus groups to test the image and text that were adopted for use by Porque. Porque will retain the services of a media buyer to place the paid and pro bono advertisements. The duration of the *Because you love me* is expected to be approximately 90 days, ending on or about June 30, 2016.

### Process evaluation to assessing campaign distribution, placement, and exposure

Evaluation Purpose	How Measured	How Results Used
Strength of message exposure	Level of Motivation (behavioral intention)	Factor into overall score (# of exposures x level of motivation) indicating movement from pre-contemplation to contemplation
Strength of value and/or knowledge change	Level of Value (reading, singing, playing with my baby is worth my time/a good thing for my baby)	Factor into overall score (# of exposures x level of value) indicating movement from little to greater value/knowledge
Determine if funds were well spent	Production costs vs overall score	Fiscal accountability; influences next campaign
Track successfulness of bookmark distribution sites	Rate of distribution	Next distribution sites

### Examples of focus group questions:

How much does this picture motivate you? Use a 3-point scale (stop, slow, go)

How much does this picture change your value (opinion?) of the amount of time that adults should spend with a baby or young child?

**Scope of Work and Price:**

<b>Elements</b>	<b>Tasks</b>	<b>Assumptions</b>	<b>Price</b>
1. Conduct 2 focus groups with minimum of 12 people (18-20 preferred) with one group in Salinas and one in south county, to measure level of motivation and value.	Preparation	Final images and text to be provided by Porque Me Amas for use in conducting the focus group. Focus group to occur on a M-Th evening. Venue and event coordination to be done by Porque Me Amas. Incentives paid by Porque Me Amas.	\$408
	Travel		\$816
	Focus Groups		\$612
	Analysis and recommendations		
	2. Determine if campaign funds were well spent by measuring production and ad placement costs vs overall score for motivation and value.	Data collection and analysis	Production and placement costs to be provided by Literacy Campaign
3. Conduct 2 focus groups with minimum of 12 people (18-20 preferred) with one group in Salinas and one in south county, to measure awareness of messaging.	Preparation	Final images and text to be provided by Porque Me Amas for use in conducting the focus group. Focus group to occur on a M-Th evening. Venue and event coordination and purchase of incentives to be done by Porque Me Amas.	\$408
	Focus Groups		\$816
	Analysis and recommendations		\$612
4. Track bookmark distribution sites to measure rate of distribution.	Data collection design and setup	Bookmark distribution to be conducted by Porque Me Amas project. Distribution site point of contact name, phone, and email address to be provided by Porque Me Amas	\$204
	Survey response management		\$282
	Response analysis		\$141
5. Brief evaluation report in a data chartbook format using Powerpoint, not to exceed 8 pages/slides.	Report preparation	Report finalization to consist of one meeting held at MCHD and up to 5 phone calls	\$750
	Report finalization		
6. Presentation to Porque Me Amas project collaborative leaders	Verbal presentation with PowerPoint	Porque Me Amas to provide handouts if desired	\$408
7. Agreement and accounts receivable management			\$244
8. Indirect costs @ 15%			\$888
<b>Evaluation Proposal</b>			<b>\$6,809</b>

Note: Suggested focus group incentive: \$20 gift card for each group participant.