



Lori A. Cox
Agency Director

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October 24, 2012

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: Approval of Amendment to the Service Agreement with Better World Advertising for Outreach and Public Awareness for the County's Connecting Kids to Coverage Initiative

RECOMMENDATION:

- Approve and authorize an amendment to the standard services agreement (PO#10391, Procurement #7417) with Better World Advertising (Principal: Les Pappas, President; Location: San Francisco, CA), funded in the amount of \$200,000, extending the current award period of April 1, 2012 – September 30, 2012 retroactive from October 1, 2012 by ten additional months through July 31, 2013 to complete the current social marketing campaign, which is intended to promote and increase Medi-Cal enrollment and retention rates in Alameda County.

SUMMARY/DISCUSSION:

This letter requests action by your Board to approve an amendment to the current standard service agreement with Better World Advertising. The award to Better World Advertising was originally approved by your Board on March 27, 2012 for delivery of social marketing and public awareness campaign for the County's Connecting Kids to Coverage (CKC) initiative to increase Medi-Cal enrollment and retention of eligible children in Alameda County. Media strategies include environmental advertising, radio and electronic public service announcements, social media marketing, BART advertisements and targeted collateral materials.

As part of the campaign strategy, the public will be able to call a special campaign phone number for assistance. SSA is working closely with the County General Services Agency to set up the phone line. The extension of this contract is necessary to allow the additional time needed for phone installation and staffing that is required.

SELECTION CRITERIA/PROCESS:

On March 27, 2012 (File #28010/Item#5) your Board approved the sole source of this contract with Better World Advertising. SSA is recommending your Board's approval of this amendment with Better World Advertising for the continued social marketing and public awareness campaign targeted at Medi-cal enrollment and retention of eligible children and individuals throughout the County

Due to the utilization of federal funds for this project, waivers of local SLEB procurement and contracting criteria (Waiver #F358 dated 3/8/12) were obtained. Updated waiver #F358B dated 10/23/12 has been issued by the Office of Contracts Compliance (OCC).

FINANCING:

Financing for the current contract award of \$200,000 continues to be available in the FY 2012-2013 budget. There will be no new net County costs.

Sincerely,



Lori A. Cox
Agency Director

Attachment: One set of five standard service agreement amendment #1

c: County Administrator
County Auditor-Controller
County Counsel

**REQUEST TO ENCUMBER CONTRACT FUNDS OR
TO LIQUIDATE ENCUMBERED FUNDS**

PART I: REQUEST FROM CONTRACTING DEPARTMENT

Contractor's Name: Better World Advertising

Contractor's Tax ID: 94-3244462 Contractor's Vendor ID: 75008

Description of Contract: Social Marketing Campaign

Master Contract #: _____ Procurement Contract #: 7417

Procurement Contract Begin Date: 4/1/2012 Expire Date: 7/31/2013

Elation Project Info: Sub-Contractor Compliance: N/A Labor Compliance: N/A

Board Waiver # N/A GSA Waiver # N/A Federal Fund Waiver # 3588

A. ENCUMBER FUNDS IN A NEW PURCHASE ORDER

Date of Board Minute Order: 10/16/12 File/Item/Contract Number: _____

Total Amount Authorized By Board: \$200,000.00 Amount to be Encumbered: \$ 0 (Time extension only)

Justification if partial encumbrance requested: _____

B. ADD FUNDS TO AN EXISTING PURCHASE ORDER PO Number: _____

Date of Board Minute Order: _____ File/Item/Contract Number: _____

Total Amount Authorized By Board: _____ Amount to be Encumbered: _____

Justification if partial encumbrance requested: _____

C. LIQUIDATE FUNDS FROM A PURCHASE ORDER


Purchase Order Number: _____ Amount to be Liquidated: _____

Liquidation Justification: _____

ACCOUNTING INFORMATION

Business Unit	Account	Fund	Dept	Program	BY	Subclass	Proj/Grant	Amount
SOSCA	610261	10000	320100	31300	2013			(Time Extension only)
							Total	(Time Extension only)

Send Response to: Kathy Chen QIC: 20203 Phone: 267-9459

Authorized Signature:  Department: Finance Date: 10/26/12

PART II: RESPONSE FROM AUDITOR-CONTROLLER

The Auditor-Controller encumbered _____ in a new PO. The PO Number is _____

The Auditor-Controller added _____ to PO Number _____

The Auditor-Controller liquidated _____ from PO Number _____

This form is being returned for you due to insufficient funds in the appropriation account.

The following information is needed before this request can be processed.

Signature of Contract Processor _____ Date: _____

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Better World Advertising, (“Contractor”) with respect to that certain agreement entered by them on 4/1/12 (referred to herein as the “Contract”) pursuant to which Contractor provides Social Marketing Campaign services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
 - a. Agreement is extended for an additional 10 months through 7/31/13.
 - b. Revised Exhibit A and Exhibit B.
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County.
3. The term of the Agreement is currently scheduled to expire on 9/30/12. As of the Effective Date, the term of the Agreement is extended through 7/31/13.
4. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment, Exhibit A, Exhibit B, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 5. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

By: _____
Signature

By:  _____
Signature

Name: _____
(Printed)

Name: John Leonard
(Printed)

Title: President of the Board of Supervisors

Title: Senior Vice Present

Date: 10/22/12

Approved as to Form:

By: _____
County Counsel Signature

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By:  _____

Print Name Donna R. Ziegler

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT A DEFINITION OF SERVICES

The Contractor, Better World Advertising (BWA), shall provide social marketing campaign to promote Countywide Public Awareness Campaign for "Connecting Kids to Coverage", to increase Medi-Cal enrollment and retention rate in Alameda County from 4/1/12 to 7/31/13. The Contractor will develop a public awareness campaign focused on preventative health maintenance and the benefits of completing necessary paperwork to maintain coverage. Media strategies may include: environmental advertising, radio and electronic public service announcements, social media marketing, BART advertisements and targeted collateral materials. The campaign will be targeted to communities whose participation will be critical in this effort, including low-income, minority groups, foster families, LGBT, and families with incarcerated members. Printed materials in multi-lingual will be designed so that they can effectively be distributed at schools, health clinics, community-based organizations, churches, community health fairs and more.

The Contractor will work closely with the Alameda County Social Services Agency (SSA) to generate a range of preliminary campaign concepts that will appeal to mothers of children who are eligible for Medi-Cal benefits, and these concepts will be designed as comps or mock-ups that will be shared with SSA. Based on feedback from SSA, the Contractor will narrow down the concepts to a select few and make any necessary revisions.

The Contractor will prepare a communications/media plan, which will detail recommended channels for getting the campaign in front of the target groups. The Contractor will also be responsible for ongoing process evaluation to measure the reach and impact of the campaign, and will work with SSA to review metrics that measure the campaign's success.

Other paid media spots may include radio spots, email blasts, text message alerts and other outlets utilized by low-income families like advertising placements on the cash jackets at check cashing centers and coupon publications like the Penny Saver. In addition, producing a poster and/or a brochure to distribute at schools, health clinics, community based organizations, churches, community health fairs and more.

All advertisements may direct to a page of the County's website where clients can obtain information about Medi-Cal enrollment. Other advertising may include creating a page for the campaign on Facebook where more information can be provided and resources to our target audience. In addition, BWA will recommend an earned media strategy to supplement the paid media through press coverage of the campaign.

Other avenue: BWA have developed lasting relationships with many of the media vendors in Alameda County and will likely be able to secure bonus ad space bringing the campaign additional exposure at no additional cost.

TIMELINE

1. Formative Research – 4/2/12 – 4/9/12: Before developing the campaign, BWA will seek to learn as much as possible about the target population. This involves literature reviews, interviews with staff and community stakeholders, and members of the target population. Through formative research, BWA will learn what makes the audience tick, what are their barriers and motivations to action, and the emotional touch points that could be used in messaging.
2. Concept Development – 4/10/12 – 5/1/12: Successful messages don't just throw information at people or tell them they need to change their behavior. They key into strong feelings and elicit emotional responses. They make people do a "double-take" and think about the issue in a new way. They appeal to target audience hopes and fears, aspirations and deeply held values. BWA anticipates a period of 3 weeks to generate several messages and designs that BWA believes will resonate with the target audience. BWA will then develop these concepts into "comps" (mock ups of ads) that BWA will present to the Alameda County SSA by May 1, 2012. BWA will work with SSA to decide which concept has the greatest potential of reaching and resonating with the target audience.
3. Materials Design, Development & Production – completion by 7/31/13: With approval to move forward with the campaign recommendation from the SSA, BWA will finalize the design and produce all of the final campaign materials, likely including ads, direct mail pieces, brochures and/or posters by July 31, 2013. The Contractor's designers use the latest graphic design software to ensure the highest quality standards. Text is manipulated and photos and images deployed to make the materials visually pleasing and easy to read. The content of printed materials will be clearly, concisely written and thoughtfully organized. The Contractor will take into consideration the literacy level of the target audience and be written in an appropriate voice.
4. Campaign Launch and Implementation - Completion by 7/31/13. It is contingent upon SSA campaign phone number being fully setup and operational by the first week of January 2013.

**EXHIBIT B
PAYMENT TERMS**

1. The term of this Agreement is April 1, 2012 through July 31, 2013.
2. Total payment under the terms of this Agreement will not exceed the total amount of \$200,000.00. This cost includes all taxes and all other charges.
3. Actual invoice reimbursements to be made under this contract shall be for the specified services rendered as set forth in this contract. Contractor shall invoice the County for actual expenditure incurred. Contractor shall invoice the County on a monthly basis, within the first ten, (10) working days after each service month. The County will pay Contractor within thirty (30) days, upon receipt of the monthly invoice.
4. Invoices will be approved by the Alameda County Social Services Agency Contract Liaison.
5. Contractor shall submit invoice as required to:

Alameda county Social Services Agency
2000 San Pablo Ave. 4th Floor
Oakland, CA 94612
Attn: Sylvia Soublet

**EXHIBIT B1
BUDGET**

Line Items		
Personnel Costs:		
1. Project Management	\$13,557.76	
2. Graphic Design	\$13,810.24	
3. Interactive Design	\$ 5,000.00	
4. Creative Development/Copywriting	\$11,750.00	
5. Research and Evaluation	\$5,000.00	
Subtotal Personnel Costs	\$49,118.00	
Fringe Benefits (22% of direct personnel Costs)	\$10,805.96	
Total Personnel Costs:		\$59,923.96
Other Costs:		
6. Photo Shoot/Radio Spot Production	\$15,000.00	
7. Printed Materials and Ad Placements	\$114,208.34	
8. Materials Distribution	\$3,500.00	
Total Other Costs		\$132,708.34
Administrative Costs (15% of direct personnel Costs)	\$7,367.70	
GRAND TOTAL		\$200,000.00
Contractor shall monitor the contract throughout the contract period to insure that funds paid by County will support all services for the entire 16 month period.		
In meeting the needs of the Social Services Agency, budget line-items may be shifted within the contract amount and must be approved by SSA prior to billing.		

BUDGET JUSTIFICATION

Personnel Costs cover the salaries of the Better World Advertising team that will be working on this project.

Name, Position/Title	Annual Salary	% FTE	Salary Amount
Les Pappas, Creative Director	\$145,000	6%	\$8,700
John Leonard, Senior VP/Project Director	\$110,000	7%	\$7,700
Heather Holt, Project Manager	\$65,000	21%	\$13,650
Emily Foran, Art Director	\$72,450	6%	\$4,347
Yan Wu, Web Designer	\$63,000	5%	\$3,150
Dustin York, Graphic Designer	\$60,900	19%	\$11,571
Sub-Total Salary			\$49,118
Fringe Benefits (22% of personnel costs)			\$10,805.96
Total Personnel			\$59,923.96

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: BETTER WORLD ADVERTISING

PRINCIPAL: JOHN LEONARD

TITLE: SENIOR VICE PRESIDENT

SIGNATURE: 

DATE: 10/22/12

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed amendment, prime contractor shall, even if not required in the original contract and any subsequent amendments, immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a County contract. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.