

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

644



FROM: Department of Mental Health

SUBMITTAL DATE:

May 5, 2014

SUBJECT: Approve a One (1) Year Professional Service Agreement with AdEase, Inc. for Mental Health Anti Stigma and Discrimination Reduction activities. District: All [\$1,040,000 ongoing]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board to sign the Professional Service Agreement with AdEase, Inc. from 07/01/14 through to 06/30/2015, which contains an option to renew the Agreement for two additional one-year periods, subject to the availability of funding; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal options and to sign amendments that do not change the substantive terms of the Agreement, including amendments to the compensation provision (up to 10%) through to 06/30/2017.

BACKGROUND:

Summary

The Mental Health Services Act (MHSA), Prevention and Early Intervention (PEI) program funds a Mental Health Anti Stigma and Discrimination Reduction (SDR) and Suicide Prevention Campaign, which includes the services of AdEase, Inc. This Agreement was approved by the Board on March 29, 2011(3.25). (Continue on Page 2)

Jerry Wengerd
Jerry Wengerd
Director

FORM APPROVED COUNTY COUNSEL
DATE 5/18/14
BY: Jennifer L. Sargent
ELENA W. BOEVA-ACURENCE
Purchasing: Mark Seiler, Assistant Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 1,040,000	\$ 3,120,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: State MHSA				Budget Adjustment: No	
				For Fiscal Year: 14/15-16/17	

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent
BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 03/29/2011(3.25);06/18/2013(3.46) **District:** All **Agenda Number:**

3-55

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve a One (1) Year Professional Service Agreement with AdEase, Inc. for Mental Health Anti Stigma and Discrimination Reduction activities. District: All [\$1,040,000 ongoing]

DATE: May 5, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

As stated in Mental Health Services Act (MHSA) Plan Update for FY 2013/14, adopted by the Board of Supervisors on 06/18/2013 (3.46), the Prevention and Early Intervention component of the MHSA Plan, Project #1, describes the Stigma and Discrimination Reduction (SDR) and Suicide Prevention activities to promote mental health awareness and reduce stigma associated with mental illness. The media campaign includes a website and other social media advertisements, radio announcements, billboard ads, cable television commercials, including real life digital stories of some of our consumers. In FY 2012/13, over 34,000 site visits to the "Up2Riverside" website were counted. The website maintenance for this campaign was approved by the Riverside County Information Technology Department in accordance with Board of Supervisors Policy H-11 on 03/17/2013.

Impact on Citizens and Businesses

In an 18-month baseline phone survey (n:600), Seventy-seven percent (77%) of the respondents recalled at least one of the messages from the ads. The majority (92%) either agreed or strongly agreed that the people and situations shown in the ads were believable, and 44% had discussed the ads with someone else at least once. These services are a component of the Department's system of care aimed at improving the health and safety of consumers and the community.

SUPPLEMENTAL:

Contract History and Price Reasonableness

This campaign used by the County of Riverside was originally developed in cooperation with the County of San Diego. The County of San Diego gave the County of Riverside permission to utilize their "It's Up to Us" Slogan and make an award based upon their competitive bid process which selected AdEase, Inc. for the professional service of an outreach media campaign. There is a decrease in cost by 16% due to the decrease in budget estimates for PEI, and the need to allocate funds to statewide initiatives. The department has budget in the Mental Health Services Act (MHSA) budget for FY 2014/15 for these services and will continue to budget for these services in future years.

Date: May 1, 2014
From: Jerry Wengerd, Director Department/Agency: Department of Mental Health
To: Board of Supervisors
Via: Purchasing Agent
Subject: Sole Source Procurement; Request for Suicide Prevention & Stigma Reduction Media Campaign

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.


1. **Supply/Service being requested:** Marketing and advertising a Mental Health Suicide Prevention and Stigma Reduction Media Campaign with the theme of "It's Up 2 Us," developed by AdEase in response to an RFP from the County of San Diego. This Media Campaign is in cooperation with the Mental Health Services Act's Prevention and Early Intervention initiative to increase public understanding and awareness of mental illness, suicide prevention, and stigma reduction.
2. **Supplier being requested:** AdEase, Inc.
3. **Alternative suppliers that can or might be able to provide supply/service:** The "Up2Us" media campaign was developed and proposed by a vendor in response to a Request for Proposal through San Diego County in 2009. Eight (8) proposals were received by the County of San Diego and AdEase, Inc. was the awarded vendor.
4. **Extent of market search conducted:** Request for Proposal (RFP 3950) was released in August 2009 by the County of San Diego, Behavioral Health Services, Mental Health Services for a Suicide Prevention and Stigma Reduction Media Campaign. Because the campaign is continuing and the "It's Up 2 Us" slogan is now a registered trademark of the County of San Diego, we are wishing to extend the contract services of AdEase, Inc., who is also continuing the campaign for the County of San Diego.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** AdEase, Inc. invested over 18 months into developing a media campaign model for the County of San Diego Mental Health Services Act Prevention and Early Intervention Suicide Prevention and Stigma reduction. The department's approved Mental Health Services Act, Prevention and Early Intervention Plan describes a similar media campaign initiative to prevent suicide and promote mental health awareness and reduce stigma associated with mental illness. The Mental Health Services Act Prevention and Early Intervention component allows for a media campaign and the department recommends working with the awarded vendor, who developed the theme of "Up2Us" Media Campaign for the County of San Diego. By using this media campaign there is consistency in the stigma reduction efforts to residents of Southern California.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** In an effort to consistently implement the Mental Health Services Act, Prevention and Early Intervention initiative to increase awareness and understanding of mental illness, prevent suicide and reduce mental illness stigma, across the Southern California Counties Region, the County of Riverside Department of Mental Health recommends continuing the same media campaign for the residents of Riverside County that is also continuing in the County of San Diego. Other neighboring Southern California Counties are also reviewing the media campaign to possibly bring into their County. The slogan "Up2Us" was developed by AdEase, Inc. and sold to San Diego County for their

Countywide Suicide Prevention and stigma reduction media campaign. San Diego County has agreed to share their media campaign with Riverside County.

7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The County of San Diego competitively bid this service. The actual campaign development costs were minimal for the County of Riverside, because the campaign itself is already developed for another County. By tailoring the media campaign to Riverside County, the County saved approximately \$158,000 because the research and framework was already completed. Additionally, the County saved an additional \$135,000 for subject matter experts who were consulted because the consulting work was already done. In total, the development and production costs saved the County of Riverside approximately \$293,000, in the first year alone. The other costs associated with this campaign are in advertising and developing digital stories of real consumers of Riverside County. AdEase, Inc. leverages all media purchased by pushing for as much added value as possible.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** If the department continues with the Campaign, the services of AdEase, Inc. will need to continue, since they are the developer of the Campaign itself.
9. **Period of Performance:** The Department is requesting to continue support for the "Up2Riverside" website maintenance and media campaign with AdEase, Inc. through June 30, 2015, with annual renewal options for up to two (2) additional years through to June 30, 2017.


 Department Head Signature 5-5-14
 Date

Purchasing Department Comments:

Approve	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>1,040,000</u>	One time <input checked="" type="checkbox"/> Annual Amount through <u>6-30-2017</u>	
 Purchasing Agent	<u>5-6-14</u> Date	<u>15-010</u> Approval Number (Reference on Purchasing Documents)

FORM APPROVED COUNTY COUNSEL
 BY:  5/8/14
 ELENA M. BOEVA DATE

PROFESSIONAL SERVICE AGREEMENT

for

Mental Health Anti Stigma Reduction and

Suicide Prevention Media Campaign

Between

**COUNTY OF RIVERSIDE
Department of Mental Health**

and

AdEase, Inc.



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This Agreement, made and entered into by and between AdEase, Inc., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of seven (7) pages at the prices stated in Exhibit B, Budget, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2015, with the option to renew for two (2) years, renewable in one year increments by written renewal, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation & Reimbursement

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Budget, which represents budgetary details for the media campaign. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$1,040,000 including all expenses, subject to the availability of State Mental Health Services Act, Prevention and Early Intervention funds. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in

writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with a properly prepared invoice submitted to COUNTY by CONTRACTOR within fifteen (15) working days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County Department of Mental Health
Mental Health Services Act (MHSA)
ATTN: Bill Brenneman, MHSA Services Manager
3801 University Avenue, Suite 400
Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: CONTRACTOR name, invoice number and date; remittance address and phone number; the service month; bill-to and ship-to addresses of ordering department/division; Agreement account number (provided by COUNTY), quantities, number of hours; item/activities descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of services provided by this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment of services provided beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

3.5 Reimbursement or a portion thereof may be withheld at the discretion of the COUNTY Director of Mental Health or designee due to material Agreement non-compliance, including audit disallowances.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Funds allocated to specific budget categories, as identified in Exhibit B, may not be reallocated to another budget category without prior approval of the Mental Health Services Act Administrator and/or Manager and confirmed by the Supervisor of the COUNTY Fiscal Unit. Funds shall not exceed the total maximum obligation for the fiscal year.

4.3 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement, at the rates set forth in Exhibit B. CONTRACTOR shall submit to the COUNTY a detailed summary of costs and payments up to the date of termination for the media campaign.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 COUNTY may conduct a final audit of CONTRACTOR. Final reimbursement to CONTRACTOR by COUNTY shall not be made until all audit results are known and all accounts are reconciled.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under any circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall

have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No Agreement shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of Agreements of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the

COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records/Documents and Audits

15.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are

necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

16.3 The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

DEPARTMENT OF MENTAL HEALTH
ATTN: Bill Brenneman
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR

AdEase, Inc.
ATTN: Stacey Nelson Smith
170 Laurel Street
San Diego, CA 92101

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the Agreement being awarded to another contractor. In the event an Agreement has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees,

subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

21.2 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

21.3 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

22.1 Workers' Compensation

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

22.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

22.3 Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.4 Professional Liability Insurance

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

22.5 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the

County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 Within five (5) calendar days of filing for bankruptcy, CONTRACTOR shall notify COUNTY's Department of Mental Health Fiscal Services Unit by certified letter with a courtesy copy to the Department of Mental Health's MHSA Administration Unit.

23.12 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.13 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

MENTAL HEALTH DEPARTMENT
ATTN: Bill Brenneman
3801 University Avenue, Suite 400
Riverside, CA 92501

CONTRACTOR:

AdEase, Inc.
ATTN: Stacey Nelson Smith
170 Laurel Street
San Diego, CA 92101

Signature: _____

Signature: _____

Print Name: Jeff Stone

Print Name: Stacey Nelson Smith

Title: Chairperson, Board of Supervisors

Title: President

Date: _____

Dated: 4/30/14

FORM APPROVED COUNTY COUNSEL

BY: Elena M. Coeva 5-8-14
ELENA M. COEVA DATE

EXHIBIT A SCOPE OF SERVICES

1.1 PROGRAM DESCRIPTION AND PURPOSE

CONTRACTOR shall continue to develop, maintain, expand, and document a multimedia education and information campaign to increase public awareness and understanding of mental illness, stigma reduction, and suicide prevention. CONTRACTOR shall continue to develop and maintain print, internet, and broadcast products to advance the county-wide campaign on suicide prevention and mental illness stigma reduction, as well as the County of Riverside, Mental Health Services Act, Prevention and Early Intervention programs.

1.2 BACKGROUND

The Mental Health Services Act (MHSA) was approved by California voters to provide a 1% tax on personal income over \$1 million in order to expand and transform the county mental health service system. It became effective January 01, 2005.

This funding allows the County of Riverside the opportunity to provide services in the areas of Prevention and Early Intervention (PEI). Per the MHSA, a comprehensive community planning process was completed that utilized the expertise of the community and community leaders. In alignment with the MHSA, RCDMH has included the transformational concepts to develop a community-driven, culturally competent, wellness focused PEI plan that targets individuals and families across the age span, with special attention to underserved cultural communities.

Per the State guidelines, an objective of PEI is to increase capacity for mental health prevention and early intervention programs. These programs need to be provided in places where mental health services are not traditionally given, such as schools, community centers, faith-based organizations, etc. The intent of PEI programs is to engage individuals before the development of serious mental illness or serious emotional disturbance or to alleviate the need for additional or extended mental health treatment.

1.2.1 *What is Prevention?*

- a. Prevention in mental health involves building protective factors and skills, increasing support, and reducing risk factors or stressors.
- b. Prevention efforts occur prior to a diagnosis for mental illness.
- c. Generally there are no time limits on prevention programs.

1.2.2 *What is Early Intervention?*

- a. Addresses a condition early in its manifestation.
- b. Is of relatively low intensity.
- c. Is of relatively short duration (usually less than one year).

- d. Has the goal of supporting well-being in major life domains and avoiding the need for more extensive mental health services.
- e. May include individual screening for confirmation of potential mental health needs.

1.3 OBJECTIVE

CONTRACTOR shall continue to develop and maintain a multi-media public education and information campaign that will increase awareness and understanding of mental illness, stigma reduction and suicide prevention. CONTRACTOR shall accomplish this goal by maintaining a creative and effective multi-media campaign that builds on existing successful campaigns and community assets. This media campaign also provides the community with information on the COUNTY's PEI programs.

1.4 GOALS OF THE SUICIDE PREVENTION AND STIGMA REDUCTION MEDIA CAPAIGN:

The goal of the media campaign is to determine and implement strategies using a *social marketing approach*, defined as "the application of commercial marketing technologies to the analysis, planning, execution, and evaluation of programs designed to influence the voluntary behavior of target audiences in order to improve their personal welfare and that of their society" (Andreasen, 1995), that will:

- a. Increase public awareness of suicide risk factors, signs, and symptoms.
- b. Provide information and resources for suicide prevention and stigma associated with suicide.
- c. Provide information on stigma in order to reduce its association with mental illness.
- d. Provide information and resources for individuals experiencing mental illness.
- e. Provide information on the COUNTY's PEI programs and services.
- f. Promote resources and encourage help seeking behavior (drive traffic to the website and to the Riverside HELPLine).
- g. Use social media channels to establish engagement with key audiences.

1.5 TARGET POPULATION

1.5.1 CONTRACTOR shall continue to develop strategies and create media messages to reach the general population, mental health service consumers, local planners, mental health organizations, faith-based organizations, medical and mental health professionals, tribal entities, rural communities, school districts, and other individuals representing special populations or groups.

1.5.2 As directed by COUNTY staff, CONTRACTOR shall create and maintain targeted

media approaches to other populations based on community need and funding availability. Potential populations may include, but are not limited to:

- a. Latino/Latina population;
- b. Asian/Pacific Islander population;
- c. First responders (e.g., law enforcement, fire fighters, paramedics, medical and mental health professionals etc.);
- d. Hospital and clinic-based providers;
- e. LGBTQIA; and
- f. Other populations as defined by COUNTY staff and community need.

1.5.3 As directed by COUNTY staff, CONTRACTOR shall create and maintain targeted media approaches to other populations based on community need and funding availability. The target age populations include:

- a. Children (ages 0-16);
- b. Transitional Age Youth (TAY) (ages 16-25);
- c. **Adult (ages 18-59);**
- d. Older Adult (ages 60+); and
- e. College aged students.

1.6 **PROGRAM DESIGN AND SERVICE DESCRIPTION**

The primary objective of this initiative is to implement a multi-media campaign to increase public understanding and awareness of mental illness, suicide prevention, stigma reduction, and COUNTY PEI programs. The program design and service description detail what the program/service is and include any staffing.

1.6.1 CONTRACTOR shall meet the following program designs and service descriptions:

- a. Achieve the media campaign objective (section 1.3, above).
- b. Meet the goals listed under "Goals of the Suicide Prevention and Stigma Reduction Media Campaign" (section 1.4, above).
- c. Reach targeted populations (section 1.5, above).

1.6.2 CONTRACTOR shall comply with and satisfy requirements identified below:

- a. Produce culturally and linguistically appropriate media messages in English, Spanish and additional threshold languages as agreed upon by CONTRACTOR and COUNTY for dissemination via the following:
 1. Radio, television, and digital productions and stories. Examples include viral videos, television and radio public service announcements, and commercials.

2. Print and alternative advertising. Examples include print, billboards, movie theater and bus advertisements.
 3. Enduring written materials. Examples include fact sheets, tip sheets, resource guides, brochures, MHSA summary/progress reports and other collateral material.
 4. Web and social media. Examples include a campaign website and use of Twitter, Facebook, and other social media tools.
- b. Review local, state, and federal public messages and related communication on mental illness, stigma reduction and suicide prevention to inform the contracted services.
 - c. Submit a monthly report to the COUNTY MHSA Administrator documenting contractor's efforts and results.
 - d. Produce and distribute a quarterly newsletter for the general public and stakeholders providing MHSA information, program updates, health/wellness tips and information, and other relevant material. The general topics will be determined by COUNTY MHSA Administrator. CONTRACTOR will then generate content based on the approved topics and receive approval from the MHSA Administrator prior to production and distribution.
 - e. Submit a draft and final report, for acceptance by COUNTY MHSA Administrator and the COUNTY Public Information Officer, documenting the scope of the media campaign and written educational materials.

1.6.3 Implementation Plan

CONTRACTOR shall provide a detailed description of their project implementation plan/schedule including a Gantt chart, which identifies required actions to be taken for program/project implementation, responsible parties, dependencies and milestones with dates in days and weeks beginning with CONTRACTOR notification of the Agreement award. CONTRACTOR shall address if any staff will need to be recruited and hired to implement the proposed program/project and any associated timeframes.

1.6.4 Collaborative Partnerships

Based on regional needs and identified target population(s), CONTRACTOR shall describe existing collaboration with key partners that will support the goals or implementation of the proposed program. Include strategies and project-related activities that will provide ongoing support and maintain collaborative partnerships. If partnerships do not currently exist to meet identified needs,

CONTRACTOR shall describe implementation activities to identify, build, and maintain partnerships.

- a. CONTRACTOR shall collaborate with the COUNTY MHSA Administrator and PEI Administrative Manager on the development and implementation of the suicide prevention and stigma reduction media campaign.
- b. CONTRACTOR shall collaborate with the COUNTY MHSA Division and groups identified by COUNTY in order to obtain relevant, local information to guide media campaign development.
- c. CONTRACTOR shall collaborate with the COUNTY Mental Health Services Act, Prevention and Early Intervention Division, Suicide Prevention, in order to obtain relevant, local information to guide media campaign development and exchange media resources.
- d. CONTRACTOR shall collaborate with members of the local mental health community in an advisory capacity regarding outreach and education efforts to linguistically and culturally diverse populations. COUNTY may assist CONTRACTOR in identifying community members and stakeholders for this purpose.
- e. CONTRACTOR may collaborate with other regional, statewide, or national resources or collaborations that may enhance the development or implementation of the media campaign.

1.6.5 Subcontractors

If subcontractors or other organizations are required to be used to meet specific program requirements through subcontract or other formal or informal agreement (including volunteer services), prior COUNTY approval is required. If approved, CONTRACTOR shall provide the following information:

- a. Fully identify the subcontractor(s) or other organization(s) if known at the time of proposal submission and describe, in accordance with the appropriate experience requirements specified above, the experience of each subcontractor or other organization in meeting the specific program requirements.
- b. Describe the specific program requirements to be met.
- c. Specify the type of contract or agreement and whether or not the subcontractor or other organization has committed to the contract or agreement.
- d. If the subcontractor(s) or other organization(s) are unknown at the time of

proposal submission, explain how these organizations will be solicited and selected and provide a draft schedule for soliciting, selecting and subcontracting the organizations.

1.6.6 Project Management

- a. CONTRACTOR shall manage the program to ensure outcomes and timelines are met, particularly in a collaborative environment when the CONTRACTOR may not have direct control over critical collaborative partners.
- b. CONTRACTOR shall provide an organization chart that identifies all project team members, their role in the proposed team and the percent of time each will devote to this project.
- c. CONTRACTOR shall clearly identify the project manager of the team and how the project manager meets the experience and qualifications required to provide the services detailed in the Agreement.
- d. CONTRACTOR shall ensure members of the project team are qualified and competent to perform the tasks associated with implementing the media campaign.

1.6.7 Performance Management

CONTRACTOR shall describe what outcomes will be used to measure the impact and effectiveness of their suicide prevention and stigma reduction media campaign. The quality of the proposed outcomes will be evaluated on the following factors:

- a. To what degree the proposed outcomes are Specific, Measurable, Attainable, Relevant, and Time-bound (SMART).
- b. How the outcomes will be achieved.
- c. How the outcomes will be tracked and reported.
- d. How the number of individuals/households viewing elements of the media campaign will be measured.
- e. How the proposed program will impact mental health service providers in the County of Riverside and how that impact will be measured.
- f. Potential risks to project implementation and how those risks will be mitigated and monitored by the CONTRACTOR.
- g. How CONTRACTOR will be responsive to performance data related to the proposed outcomes, both positive performance data and negative performance data.

1.6.8 Effective Use of Funding

In order to determine the most effective use of available funding, CONTRACTOR shall provide the estimated number of individuals in the western, mid-county, and desert geographic regions of the County of Riverside outreached and shall show how the CONTRACTOR will:

- a. Link to or leverage resources through outlets other than the County of Riverside.
- b. Avoid duplicating programs being implemented in the region.
- c. Implement the proposed project across the County of Riverside regional areas.

**EXHIBIT B
BUDGET**

This Agreement is funded in accordance with the Mental Health Services Act, Prevention and Early Intervention Plan. CONTRACTOR shall perform duties described in Exhibit A, then submit an invoice monthly to COUNTY for services as described in the Agreement under Section 3.1, Compensation.

The Agreement maximum for the media campaign services in fiscal year 2014/2015 shall not exceed \$1,040,000. The negotiated amount for services is as follows:

Fiscal Year 2014/15

Agency Fee	\$156,996
Up.2 Riverside Maintenance	\$ 9,600
Production (Radio, Digital, Broadcast, Narrowcast, Print/Outdoor)	\$ 42,000
Media (Radio, Digital, Television, Cable, Outdoor/Billboard)	\$740,404
Digital Stories	\$ 8,000
Community Based Outreach	\$ 18,000
Campaign Study	\$ 40,000
Special Projects	\$ 25,000
GRAND TOTAL:	<u>\$1,040,000</u>