

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



**ITEM: 3.33**  
(ID # 28789)

**MEETING DATE:**  
Tuesday, October 07, 2025

**FROM :** RUHS-BEHAVIORAL HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the FY 2025/2026 Professional Services Agreement with Civilian, Inc. for Media Campaign Services Without Seeking Competitive Bids; All Districts. [\$1,844,240 Annually for FY 2025/2026; Up to \$368,848 in Additional Compensation for FY2025/2026; 100% State Funded]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement with Civilian, Inc. for Media Campaign Services without seeking competitive bids in the amount of \$1,844,240 for the term of July 1, 2025 through June 30, 2026, and authorize the Chairman of the Board to sign and execute the Agreements on behalf of the County;
2. Authorize Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and as approved by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of approved annual aggregate amount; and
3. Authorize the Purchasing Agent to issue a Purchase Order for good and/or services rendered.

**ACTION:Policy**


  
Matthew Chang, Director 9/17/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: October 7, 2025  
xc: RUHS-BH, Purchasing

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,844,240	\$ 0	\$1,844,240	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Riverside University Health System–Behavioral Health (RUHS–BH) provides a continuum of care through County-operated and contracted providers, offering a broad range of mental health services across all geographic regions of Riverside County.

Civilian, Inc., a certified B Corporation, is a marketing agency committed to social impact. Their work promotes mental health, youth suicide prevention, and awareness of adverse childhood experiences. They developed a media campaign to increase public understanding of mental illness and reducing stigma associating with mental illness. The campaign includes branding, website development, social media, and print materials, featuring culturally and linguistically appropriate content in English and Spanish to reach underserved communities with information about the County’s PEI programs.

An RFQ for media services is currently in process to ensure continued outreach and promotion. Therefore, RUHS–BH requires a short-term “bridge” contract with Civilian, Inc. to maintain campaign momentum while the competitive procurement process is completed. RUHS–BH is seeking to extend its current authority through June 30, 2026.

**Impact on Citizens and Businesses**

These services are a component of the Department’s system of care, aimed at improving the health and safety of the communities of Riverside County.

**Additional Fiscal Information**

There are sufficient appropriations in the Department’s budget. No additional County funds are required.

**Contract History and Price Reasonableness**

The "It's Up to Us" campaign was developed by Civilian for the County of San Diego, and the County of Riverside has been given permission via MOA to utilize this slogan in a joint effort to unify the message throughout southern California. The County of San Diego competitively bid this service, and by tailoring the media campaign to Riverside County, the County saved approximately \$293,000 on development and production costs including research, framework, and consulting subject matter experts.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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RUHS-BH has been working with Civilian, Inc. since 2011 for continuity of services and to maintain usage of the copyright "It's Up to Us" Campaign. Prior Board approval was granted on March 29, 2011 (3.25), June 3, 2014 (3.55), June 5, 2018 (3.30), and August 4, 2020 (3.39).

On June 10, 2022, the Riverside County Purchasing Department, at the request of Behavioral Health, reviewed and issued Single Source Justification #22-100 with Civilian, Inc. for FY 2021/2022 through FY 2023/2024, in the amount of \$1,988,440 for FY 2021/2022, and \$1,658,400 annually thereafter. On July 12, 2022 (3.28) the Board approved the Professional Services Agreement with Civilian, Inc. as outlined in SSJ #22-100, through FY 2023/2024.

On June 5, 2024, the Riverside County Purchasing Department reviewed and issued Single Source Justification #22-100a with Civilian, Inc., in the amount of \$2,002,240 annually for FY 2023/2024 and FY 2024/2025. On July 30, 2024 (3.62) the Board approved Amendment #1 with Civilian, Inc. as outlined in SSJ #22-100a, through FY 2024/2025.

On July 30, 2025, the Riverside County Purchasing Department at the request of Behavioral Health reviewed and issued Single Source Justification 26-023 with Civilian, Inc. in the amount of \$1,844,240 for FY 2025/2026. Therefore, RUHS-BH requests the Board to approve the FY 2025/2026 Professional Services Agreement with Civilian, Inc. in the amount of \$1,844,240 as outlined in SSJ #26-023 through FY 2025/2026.

**Attachments:**

Attachment A. Single Source Justification – 26-023

Attachment B. Agreement with Civilian, Inc.

  
Melissa Curtis, Deputy Director of Purchasing and Fleet

9/22/2025

  
Jacqueline Ruiz, Principal Analyst

9/30/2025

  
Gregg Gu, Chief of Deputy County Counsel

9/29/2025

**PROFESSIONAL SERVICE AGREEMENT**

for

**MENTAL HEALTH SERVICES ACT – PREVENTION AND EARLY INTERVENTION/SUBSTANCE**

**ABUSE PREVENTION AND TREATMENT**

between

**COUNTY OF RIVERSIDE**

and

**CIVILIAN, INC.**



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This Agreement made and entered into by and between CIVILIAN, INC., a California stock corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH DEPARTMENT, (herein referred to as "COUNTY" or "RUHS-BH"). 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, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 this 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 July 1, 2025, and continue through in effect through June 30, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$1,844,240 annually including all expenses. 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 (If applicable). 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. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) 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 UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH  
ATTN: CONTRACTS ADMINISTRATION  
P.O. BOX 7549  
RIVERSIDE, CA 92513-7549

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (insert contract ID# TBD); quantities; item 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 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment 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, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter 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** 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 that may 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.

**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** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part

17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**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. The material, reports or products may be used by the COUNTY for any purpose that the 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 contracts, 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 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 the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

**9.1** 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.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract 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 contracts 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 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. 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. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

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 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 particulars assigned to the individual, such as finger or voice print or a photograph.

**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**

Riverside University Health System -  
Behavioral Health  
4095 County Circle Drive  
Riverside, CA 92503

**CONTRACTOR**

Civilian, Inc.  
4850 Pedley Road  
Jurupa Valley, CA 92509

**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 contract being awarded to another contractor. In the event a contract 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](http://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 (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services 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 or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their 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 indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** 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 coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. 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.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. 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.

**C. Vehicle Liability:**

If vehicles or mobile equipment is 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 the COUNTY as Additional Insureds.

**D. Professional Liability**

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 as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) 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.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention 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.

3) 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, and 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 and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance 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.

5) 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; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**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** 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.

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**23.12** 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: \_\_\_\_\_  
V. Manuel Perez  
Chair of the Board of Supervisors

Dated: \_\_\_\_\_

**CIVILIAN, INC.**, a California stock corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: 08/27/2025

APPROVED AS TO FORM:  
County Counsel

By: Gregg Ju  
Deputy County Counsel

**23.12** 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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By: *V. Manuel Perez*  
V. Manuel Perez  
Chair of the Board of Supervisors

Dated: OCT 07 2025

**CIVILIAN, INC.**, a California stock corporation

By: *Mauna Burke*  
Name:  
Title:

Dated: 15/10/2025

APPROVED AS TO FORM:  
County Counsel

By: *Gregg Ju*  
Deputy County Counsel

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By *[Signature]*  
DEPUTY

## EXHIBIT A - SCOPE OF SERVICES

CONTRACTOR(S) NAME: CIVILIAN, INC.  
SERVICES: MENTAL HEALTH ANTI-STIGMA AND PREVENTION MEDIA CAMPAIGN  
DEPARTMENT ID: 4100221535.74720.525440 (MHSA)  
4100514669.55600.524600 (SAPT)

### 1. PROGRAM DESCRIPTION AND PURPOSE

- a. CONTRACTOR(S) shall design, implement, and maintain a comprehensive multimedia education and awareness campaign aimed at increasing public understanding of mental illness, reducing stigma, and promoting suicide prevention.
- b. In addition, CONTRACTOR(S) shall incorporate substance use prevention messaging to shift community perceptions regarding the risks of alcohol and drug use. This includes promoting available prevention resources and publicizing upcoming prevention-related events.
- c. CONTRACTOR(S) shall produce and maintain print, digital, and broadcast media materials that support the countywide campaign. These materials shall promote suicide prevention, reduce stigma associated with mental illness, and align with the objectives of the County of Riverside's Mental Health Services Act (MHSA) – Prevention and Early Intervention (PEI) programs.

### 2. BACKGROUND

- a. 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 MHSA, a comprehensive community planning process was completed that utilized the expertise of the community and community leaders. In alignment with MHSA, Riverside University Health System –Behavioral Health (RUHS-BH) 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.
- b. Per 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. MHSA also allocates funding to expand and transform the public behavioral health system through time-limited Innovation Projects that will creatively enhance mental health practices or approaches, informing and contributing to the learning of the County by developing new mental health models that improve the quality of services, promote collaboration, and increase access to services.
- c. What is Prevention?
  - i. Prevention in mental health involves building protective factors and skills, increasing support, and reducing risk factors or stressors.
  - ii. Prevention efforts occur prior to a diagnosis for mental illness.
  - iii. Generally there are no time limits on prevention programs.

- d. What is Early Intervention?
    - i. Addresses a condition early in its manifestation.
    - ii. Is of relatively low intensity.
    - iii. Is of relatively short duration (usually less than one year).
    - iv. Has the goal of supporting well-being in major life domains and avoiding the need for more extensive mental health services.
    - v. May include individual screening for confirmation of potential mental health needs.
3. OBJECTIVE
- a. CONTRACTOR(S) shall develop and maintain a multi-media public education and information campaign that will increase awareness and understanding of mental illness, stigma reduction, suicide prevention, and substance use prevention.
  - b. CONTRACTOR(S) shall accomplish this goal by maintaining a creative and effective multi-media campaign that builds on existing successful campaigns and community assets.
  - c. This media campaign also provides the community with information on the County's PEI programs.
4. GOALS OF THE MENTAL HEALTH STIGMA REDUCTION AND SUICIDE PREVENTION MEDIA CAMPAIGN:
- a. 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:
    - i. Increase public awareness of suicide risk factors, signs, and symptoms.
    - ii. Provide information and resources for suicide prevention and stigma associated with suicide.
    - iii. Provide information on stigma in order to reduce its association with mental illness.
    - iv. Provide information and resources for individuals experiencing mental illness.
    - v. Provide information on the County's PEI programs and services.
    - vi. Promote resources and encourage help seeking behavior (drive traffic to the website and to the Help Line).
    - vii. Use social media channels to establish engagement with key audiences.
    - viii. Change the perception of harm within the community around the use of alcohol and other drugs related to its impacts on mental health and well-being.
    - ix. Market substance use prevention resources available in the community.
5. TARGET POPULATION
- a. CONTRACTOR(S) shall 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.
  - b. As directed by COUNTY staff, CONTRACTOR(S) 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:
    - i. Latino/Latina population;

- ii. Asian/Pacific Islander population;
- iii. Native American;
- iv. African American;
- v. Middle Eastern/North African;
- vi. Deaf/Hard of Hearing;
- vii. Spirituality/Faith-Based;
- viii. Individuals with Disabilities;
- ix. Veterans
- x. LGBTQIA; and
- xi. Other populations as defined by COUNTY staff and community need.
  - 1. First responders (e.g., law enforcement, fire fighters, paramedics, medical and mental health professionals etc.);
  - 2. Hospital and clinic-based providers;
  - 3. For substance use prevention, youth ages 8-24 years, with primary focus on high school age.
- c. As directed by COUNTY staff, CONTRACTOR(S) shall create and maintain targeted media approaches to other populations based on community need and funding availability. The target age populations include:
  - i. Children (ages 0-16);
  - ii. Transitional Age Youth (TAY) (ages 16-25);
  - iii. Adult (ages 18-59);
  - iv. Older Adult (ages 60+); and
  - v. College-aged students.

**6. PROGRAM DESIGN AND SERVICE DESCRIPTION**

- a. 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.
- b. CONTRACTOR(S) shall meet the following program designs and service descriptions:
  - i. Achieve the media campaign objective
  - ii. Meet the goals listed under “Goals of the Suicide Prevention and Stigma Reduction Media Campaign.”
  - iii. Reach targeted populations
- c. CONTRACTOR(S) shall comply with and satisfy requirements identified below:
  - i. Produce culturally and linguistically appropriate media messages in English, Spanish and additional threshold languages as agreed upon by CONTRACTOR(S) 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 screens, 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, Instagram, TikTok, and other social media tools.

- ii. Review local, state, and federal public messages and related communication on mental illness, stigma reduction, and suicide prevention to inform the contracted services.
  - iii. Submit a monthly report to the COUNTY MHSA Designee documenting CONTRACTOR(S)'s efforts and results.
  - iv. Narrowcasting is the dissemination of information to a narrow audience, rather than to the broader public at-large. CONTRACTOR(S) will utilize narrowcasting activities to target specific communities and populations within Riverside County for strategic education, awareness, and stigma reduction as it relates to mental illness and substance use disorders.
  - v. Submit a draft and final report, for acceptance by COUNTY'S MHSA Administrator and the RUHS-BH Public Information Officer, documenting the scope of the media campaign and written educational materials.
- d. Implementation Plan
- i. CONTRACTOR(S) 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 contract execution.
  - ii. CONTRACTOR(S) shall address if any staff will need to be recruited and hired to implement the proposed program/project and any associated timeframes.
- e. Collaborative Partnerships
- i. Based on regional needs and identified target population(s),
    - 1. CONTRACTOR(S) 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.
    - 2. If partnerships do not currently exist to meet identified needs, CONTRACTOR(S) shall describe implementation activities to identify, build, and maintain partnerships.
  - ii. CONTRACTOR(S) shall collaborate with the COUNTY MHSA Administrator, PEI Administrative Manager, and SAPT Administrator on the development and implementation of the media campaign.
  - iii. CONTRACTOR(S) shall collaborate with the COUNTY MHSA Division and groups identified by COUNTY in order to obtain relevant, local information to guide media campaign development.
  - iv. CONTRACTOR(S) shall collaborate with the COUNTY Mental Health Services Act, Prevention and Early Intervention Division, and Suicide Prevention in order to obtain relevant, local information to guide media campaign development and exchange media resources.
  - v. CONTRACTOR(S) 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(S) in identifying community members and stakeholders for this purpose.
  - vi. CONTRACTOR(S) may collaborate with other regional, statewide, or national resources or collaborations that may enhance the development or implementation of the media campaign.

- f. Subcontractors
  - i. 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(S) shall provide the following information:
  - ii. Fully identify the subcontractors or other organization(s) in accordance with the appropriate experience requirements specified above, the experience of each subcontractor or other organization in meeting the specific program requirements.
  - iii. Describe the specific program requirements to be met.
  - iv. Specify the type of contract or agreement and whether or not the subcontractors or other organization has committed to the contract or agreement.
- g. Project Management
  - i. CONTRACTOR(S) shall manage the program to ensure outcomes and timelines are met, particularly in a collaborative environment when the CONTRACTOR(S) may not have direct control over critical collaborative partners.
  - ii. CONTRACTOR(S) shall provide an organization chart that identifies all project team members, their role in the proposed team and the percentage of time each will devote to this project.
  - iii. CONTRACTOR(S) shall clearly identify the project manager of the team and how the project manager meets the experience and qualifications required to provide the services that are detailed in the Statement of Objectives.
  - iv. CONTRACTOR(S) shall ensure members of the project team are qualified and competent to perform the tasks associated with implementing the media campaign.
- h. Performance Management
  - i. CONTRACTOR(S) 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:
    - 1. To what degree the proposed outcomes are Specific, Measurable, Attainable, Relevant, and Time-bound (SMART).
    - 2. How the outcomes will be achieved.
    - 3. How the outcomes will be tracked and reported.
    - 4. How the number of individuals/households viewing elements of the media campaign will be measured.
    - 5. How the proposed program will impact mental health service providers in the County and how that impact will be measured.
    - 6. Potential risks to project implementation and how those risks will be mitigated and monitored by the CONTRACTOR(S).
    - 7. How CONTRACTOR(S) will be responsive to performance data related to the proposed outcomes, both positive performance data and negative performance data.
- i. Effective Use of Funding
  - i. In order to determine the most effective use of available funding, CONTRACTOR(S) shall provide the estimated number of individuals in

the western, mid-county, and desert geographic regions outreached and shall show how the CONTRACTOR(S) will:

1. Link to or leverage resources through outlets other than the County.
  2. Avoid duplicating programs being implemented in the region.
- ii. Implement the proposed project across the County's regional areas.

EXHIBIT B – PAYMENT PROVISIONS

CONTRACTOR NAME: CIVILIAN, INC.  
 SERVICES: MEDIA SERVICES  
 DEPARTMENT ID: 4100221535.74720.525440 MHSA  
 4100514669.55600.524600 SAPT

CONTRACTOR shall perform duties described in Exhibit A and submit an invoice monthly to COUNTY for services as described in the Agreement under Section 3.1, Compensation.

The Agreement maximum for fiscal year 2025/2026 shall not exceed \$1,844,240. The negotiated amount for services is as follows:

Media Placement	\$982,340.00
Web Maintenance, Content Updates, SEO	\$15,300.00
Web Hosting & Security	\$3,600.00
Organic Social	\$36,000.00
Production	\$60,000.00
Special Projects	\$10,000.00
Campaign Study	\$41,000.00
Narrowcasting	\$20,000.00
Civilian Labor	\$216,000.00
<b>GRAND TOTAL</b>	<b>\$1,384,240.00</b>
Media Placement	\$313,000.00
Media Planning, Ongoing Management & Reporting	\$24,000.00
Web Maintenance, Hosting, & Security / Content Updates	\$12,000.00
Production	\$43,500.00
Civilian Retainer	\$67,500.00
<b>GRAND TOTAL</b>	<b>\$460,000.00</b>









# 25.26 7922 Civilian Inc - Media Campaign - Contract

Final Audit Report

2025-10-16

Created:	2025-10-07
By:	Edgardo Guevara (e.guevara@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa5HwkBpTijNX7WOJawqjoEJdDyLHLejM

## "25.26 7922 Civilian Inc - Media Campaign - Contract" History

-  Document created by Edgardo Guevara (e.guevara@ruhealth.org)  
2025-10-07 - 7:45:31 PM GMT
-  Document emailed to Maura Burke (maura@civilian.com) for signature  
2025-10-07 - 7:45:37 PM GMT
-  Email viewed by Maura Burke (maura@civilian.com)  
2025-10-08 - 4:50:49 PM GMT
-  New document URL requested by Maura Burke (maura@civilian.com)  
2025-10-16 - 0:01:04 AM GMT
-  Email viewed by Maura Burke (maura@civilian.com)  
2025-10-16 - 0:15:30 AM GMT
-  Signer Maura Burke (maura@civilian.com) entered name at signing as Stacey Smith  
2025-10-16 - 0:18:53 AM GMT
-  Document e-signed by Stacey Smith (maura@civilian.com)  
Signature Date: 2025-10-16 - 0:18:55 AM GMT - Time Source: server
-  Agreement completed.  
2025-10-16 - 0:18:55 AM GMT

Date: Wednesday, July 30, 2025

From: Matthew Chang, Director, Riverside University Health System-Behavioral Health

To: Meghan Hahn, Director, Purchasing and Fleet Services

Via: Robert Allspaw, Administrative Services Assistant II, 951-358-7900

Subject: Request for Single Source Procurement to continue the media campaign promoting public understanding and awareness for mental health to reduce stigma and youth suicide prevention, and awareness of adverse childhood experiences for FY 2025/2026.

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source       Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote       Supplier Sole Source Letter       Final draft agreement  
 Final draft Form 11       H-11 approved by RCIT/TSOC       Grant Agreement  
 Other: \_\_\_\_\_

1. Requested Supplier Name: Civilian, Inc Supplier ID: 131645

- a. The requested service is the continued development and implementation of the "It's Up to Us" media campaign by Civilian, Inc. Originally created by Civilian, Inc. for the County of San Diego, the "It's Up to Us" campaign is a regionally recognized initiative designed to increase public awareness and understanding of mental illness, reduce stigma, prevent suicide, and address substance use prevention. Under a Memorandum of Agreement (MOA), the County of Riverside was granted the authority to utilize the campaign slogan to unify messaging efforts across Southern California.

This campaign aligns with the goals of the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) initiative. It includes targeted messaging to shift public perception around behavioral health, promote local prevention resources, and support community engagement through educational outreach and event promotion.

The requested services ensure the continuation and expansion of this comprehensive campaign to support community engagement and long-term awareness of preventive mental health efforts.

- b. Explain the unique features of the goods/services being requested from this supplier: Civilian, Inc. offers a uniquely qualified set of services due to their original development and ownership of the “It’s Up to Us” campaign, which has been recognized as a statewide model for effective mental health awareness, suicide prevention, and stigma reduction. Their team possesses in-depth knowledge of the campaign’s branding, messaging strategy, and cultural tailoring—insights that are not publicly transferable or replicable by another vendor.

Additionally, Civilian, Inc. developed exclusive “It’s Up to Us” creative assets and materials specifically for RUHS-BH, which the County of Riverside owns under the terms of an existing Memorandum of Agreement. The vendor’s prior 18-month investment in research, strategy, and development enables them to deliver highly specialized media services—including campaign branding, website creation, culturally competent messaging, and targeted digital outreach—that align precisely with MHSA Prevention and Early Intervention goals. Engaging another vendor would compromise consistency, delay implementation, and significantly increase costs due to the proprietary nature of the campaign framework.

- c. What are the operational benefits to your department? Partnering with Civilian, Inc. provides significant operational benefits to RUHS–BH. Their existing familiarity with County branding, departmental goals, and MHSA PEI campaign standards allows for seamless coordination and expedited project timelines, eliminating the onboarding time typically required for a new vendor. Civilian, Inc.’s prior experience with similar campaigns ensures minimal disruption and supports a faster path from concept to public outreach.

While an RFQ for long-term media services is currently in routing, it will not be finalized before the FY 2025–2026. To ensure continued outreach and promotion during this transition, RUHS–BH will require a “bridge” contract with Civilian, Inc. This will maintain campaign momentum while the competitive procurement process takes place.

Furthermore, leveraging an established vendor helps streamline fiscal oversight and contract management processes, allowing staff to focus on service delivery and program outcomes rather than vendor procurement and compliance setup.

- d. Provide details on any cost benefits/discounts. By continuing to work with Civilian, Inc. under the existing agreement, RUHS–BH avoids the administrative and financial costs associated with procuring, onboarding, and training a new vendor.

Civilian, Inc. has already developed campaign infrastructure, brand guidelines, and outreach strategies. This results in cost savings through reuse of previously developed assets, streamlined creative processes, and accelerated timelines.

In addition, Civilian's familiarity with RUHS-BH operations and County expectations minimizes the need for extended project ramp-up or corrective revisions, reducing billable hours. The vendor has also provided bundled service pricing across multiple MHSA campaigns, allowing the department to benefit from volume-based efficiencies that would not be available through a newly selected provider.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes  No

- a. If yes, please explain why you are requesting to utilize an SSJ process?

Yes, this category of media services could typically be competitively procured; however, RUHS-Behavioral Health is requesting to utilize a Single Source Justification due to the proprietary and legally restricted nature of the "It's Up to Us®" campaign, as outlined in MOA #9890 between the County of San Diego and the County of Riverside, effective 02/01/2025 through 06/30/2026.

Under the MOA, Riverside County is granted a non-exclusive, revocable, and royalty-free license to use the "It's Up to Us®" service marks only as provided by the County of San Diego, with the express condition that Riverside may not alter, license, or transfer any creative materials to third parties. Therefore, while the County may use the campaign assets, only Civilian, Inc.—the vendor who originally adapted and executed Riverside's version of the campaign—has the institutional knowledge, infrastructure, and design authority to continue campaign implementation without legal or operational risk.

Engaging another vendor would violate the terms of the MOA by requiring alterations to protected branding or re-creation of proprietary materials. It would also result in delayed outreach, duplicative costs for redevelopment, and a disruption of campaign continuity.

A competitive process is already in development for FY 2026/2027. This SSJ request serves as a bridge contract to ensure that existing campaigns continue without interruption during this transition period.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# 22-100 & 22-100a  No

a. What was the total annual and aggregate amount? \$2,002,240

4. Identify all costs for this requested in the table below:  
If review is for multiple years, all costs must be identified below:

Description:	FY 25/26
<b>Total Ongoing Cost for MHSA Media Campaign:</b> Media Placement, Web Maintenance, Content Updates, SEO, Web Hosting & Security, Organic Social, Production, Special Projects, Campaign Study, Narrowcasting & Civilian Labor	\$1,384,240
<b>Total Ongoing Cost for SAPT Media Campaign:</b> Media Placement, Media Planning, Ongoing Management & Reporting, Web Maintenance, Hosting & Security /Content Updates, Production& Civilian Retainer	\$460,000
<b>Other Costs:</b> <b>20% Contingency Additional Compensation</b>	\$368,848
<b>Total SSJ Cost for FY25/26</b>	<b>\$2,213,088</b>
<b>Previously Approved SSJ Cost for FY24/25 (includes \$400,448 contingency)</b>	<b>\$2,402,688</b>
<b>Total Previously Approved Cost for FY 24/25 &amp; New SSJ Costs for 25/26</b>	<b>\$4,615,776</b>

Period of Performance: 7/1/2025-6/30/2026

Ratify Start Date (if applicable): 7/1/2025

Initial Term Start Date: 7/1/2025 End Date: 6/30/2026

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: 6/30/2026

5. Projected Board of Supervisor Date (if applicable): \_\_\_\_\_

**By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.**

Amy McCann  
**Print Name**

\_\_\_\_\_  
**Department Head Signature**  
(Executive Level Designee)

7/30/2025  
**Date**



**PCS Reviewed:**

Melanie Hurst

*Melanie Hurst*

8/6/2025

**Print Name**

**Signature**

**Date**

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to [psources@rivco.org](mailto:psources@rivco.org), and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....  
**The section below is to be completed by the Purchasing Agent or designee.**

**Purchasing Department Review and Comments:** \_\_\_\_\_

Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 2,213,088

Aggregate Amount \$ \_\_\_\_\_

\_\_\_\_\_  
**Purchasing Agent Signature**

8/12/2025

**Date**

26-023

**Tracking Number**

(Reference on Purchasing Documents)