

# **A G R E E M E N T**

THIS AGREEMENT is made and entered into this 8th day of May, 2018, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and TWO Q, INC., a California Corporation, whose address is 7589 North Wilson Avenue, Suite 103, Fresno, CA 93711, hereinafter referred to as "CONTRACTOR".

## **W I T N E S S E T H:**

WHEREAS, the COUNTY, through its Department of Public Health (Department), is in need of full-service advertising and media communications services to improve the Department's public education and engagement campaigns and to influence positive changes in the health and well-being of Fresno County residents; and

WHEREAS, the COUNTY has issued Request for Proposal No. 18-020 and Addendum One (1) thereto (collectively referred to herein as COUNTY's Revised RFP) for full-service advertising and media communications services, which are on file and are incorporated herein by this reference and made part of this agreement; and

WHEREAS, the CONTRACTOR submitted a Proposal in response to the Revised RFP, which is on file and is incorporated herein by this reference and made part of this agreement; and

WHEREAS, the COUNTY has evaluated the CONTRACTOR's Proposal in response to the Revised RFP and has determined CONTRACTOR to be the most responsive, responsible bidder whose Proposal is the most advantageous to the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

### **1. OBLIGATIONS OF THE CONTRACTOR**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as described in Exhibit A, attached hereto and incorporated herein by this reference, for the duration of this Agreement.

B. CONTRACTOR shall provide these services to Department programs as

1 stated in Exhibit B, attached hereto and incorporated by this reference, for the first year of the  
2 Agreement.

3 2. OBLIGATIONS OF THE COUNTY

4 A. COUNTY shall annually provide an updated revision to Exhibit B to  
5 CONTRACTOR for the duration of the Agreement.

6 B. COUNTY shall, to the extent reasonable and practical, as determined by  
7 COUNTY's Director of the Department, or his or her designee, assist and cooperate with  
8 CONTRACTOR in the performance of CONTRACTOR's services described in this Agreement.  
9 Such cooperation and assistance may include, but not necessarily be limited to: (i) meeting with  
10 CONTRACTOR to define Department and program procedures, requirements and goals; (ii)  
11 providing information required for CONTRACTOR to complete an Annual Comprehensive  
12 Communication Plan as described in Exhibit A; and (iii) facilitating communication between  
13 CONTRACTOR, Department program staff and community partners to enhance collaborative  
14 outcomes.

15 C. COUNTY shall, by and through the Director of the Department, or his or  
16 her designee, implement and administer the terms of this Agreement.

17 3. TERM

18 The term of this Agreement shall be for a period of three (3) years and fifty-  
19 three (53) days, commencing upon execution through and including 30<sup>th</sup> day of June, 2021. This  
20 Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon  
21 written approval of both parties no later than thirty (30) days prior to the first day of the next twelve  
22 (12) month extension period. The Director of the Department or his or her designee is authorized  
23 to execute such written approval on behalf of COUNTY based on CONTRACTOR's satisfactory  
24 performance.

25 4. TERMINATION

26 A. Non-Allocation of Funds - The terms of this Agreement, and the services to  
27 be provided hereunder, are contingent on the approval of funds by the appropriating government  
28 agency. Should sufficient funds not be allocated, the services provided may be modified, or this

1 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written  
2 notice.

3 B. Breach of Contract - The COUNTY may immediately suspend or terminate  
4 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 5 1) An illegal or improper use of funds;
- 6 2) A failure to comply with any term of this Agreement;
- 7 3) A substantially incorrect or incomplete report submitted to the  
8 COUNTY;
- 9 4) Improperly performed service.

10 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY  
11 of any breach of this Agreement or any default which may then exist on the part of the  
12 CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the  
13 COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of  
14 the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR  
15 under this Agreement, which in the judgment of the COUNTY were not expended in accordance  
16 with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon  
17 demand.

18 C. Without Cause - Under circumstances other than those set forth above,  
19 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written  
20 notice of an intention to terminate to CONTRACTOR.

21 5. COMPENSATION/INVOICING

22 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to  
23 receive compensation as described in Exhibit C, attached hereto and incorporated herein by  
24 reference, for personnel costs required to complete services established by the terms and  
25 conditions of this Agreement. In addition, COUNTY agrees to pay CONTRACTOR and  
26 CONTRACTOR agrees to receive compensation for actual expenditures for the production and  
27 placement of advertisements and other materials developed under this Agreement, including but  
28 not necessarily limited to: audio and visual production; digital, talent and related rights; and TV,

1 radio, print, digital and other advertising media outlet placement.

2 B. CONTRACTOR shall submit monthly invoices itemized by cost center to  
3 the Department within thirty (30) days of the end of the preceding month. CONTRACTOR invoices  
4 shall include all proper supporting documentation, including but not limited to receipts, invoices  
5 and work orders. Upon receipt of an invoice, the Department will review the invoice within ten (10)  
6 working days. If the Department determines the invoice is in proper form and the services  
7 described therein have been satisfactorily performed, the Department will approve the invoice and  
8 submit it to the COUNTY's Auditor-Controller/Treasurer-Tax Collector. COUNTY will issue  
9 payment to CONTRACTOR within forty-five (45) calendar days of the date the Auditor-  
10 Controller/Treasurer-Tax Collector receives the approved invoice. In the event the Department  
11 determines the invoice is not in proper form or the services described therein have not been  
12 performed satisfactorily, the Department shall return the invoice to CONTRACTOR within ten (10)  
13 working days with a description of the deficiencies in the invoice. CONTRACTOR shall correct the  
14 deficiencies in the invoice and submit a corrected invoice within five (5) working days. The  
15 Department and CONTRACTOR shall repeat the review and correction process until the invoice is  
16 satisfactory to the Department. CONTRACTOR shall not be entitled to compensation for services  
17 described in an invoice until the Department has approved the invoice.

18 C. For the period commencing upon execution through and including June 30,  
19 2019, in no event shall services performed under this Agreement be in excess of \$950,000. For  
20 each subsequent year (July 1 – June 30 of the following year), in no event shall services  
21 performed under this Agreement be in excess of \$700,000. In no event shall services performed  
22 under this Agreement be in excess of \$3,750,000 during the term of this Agreement. It is  
23 understood that all expenses incidental to CONTRACTOR's performance of services under this  
24 Agreement shall be borne by CONTRACTOR.

25 6. INDEPENDENT CONTRACTOR

26 In performance of the work, duties and obligations assumed by  
27 CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR,  
28 including any and all of the CONTRACTOR's officers, agents, and employees will at all times be

1 acting and performing as an independent contractor, and shall act in an independent capacity and  
2 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
3 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method  
4 by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the  
5 right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations  
6 in accordance with the terms and conditions thereof.

7 CONTRACTOR and COUNTY shall comply with all applicable provisions of  
8 law and the rules and regulations, if any, of governmental authorities having jurisdiction over  
9 matters the subject thereof.

10 Because of its status as an independent contractor, CONTRACTOR shall have  
11 absolutely no right to employment rights and benefits available to COUNTY employees.  
12 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its  
13 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely  
14 responsible and save COUNTY harmless from all matters relating to payment of  
15 CONTRACTOR'S employees, including compliance with Social Security withholding and all other  
16 regulations governing such matters. It is acknowledged that during the term of this Agreement,  
17 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
18 Agreement.

19 7. MODIFICATION

20 Any matters of this Agreement may be modified from time to time by the written  
21 consent of all the parties without, in any way, affecting the remainder.

22 8. NON-ASSIGNMENT

23 Neither party shall assign, transfer or sub-contract this Agreement nor their  
24 rights or duties under this Agreement without the prior written consent of the other party.

25 9. HOLD HARMLESS

26 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S  
27 request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
28 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection

1 with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees  
2 under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and  
3 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged  
4 by the performance, or failure to perform, of CONTRACTOR, its officers, agents, or employees  
5 under this Agreement.

6 10. INSURANCE

7 Without limiting the COUNTY's right to obtain indemnification from  
8 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full  
9 force and effect, the following insurance policies or a program of self-insurance, including but not  
10 limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the  
11 term of the Agreement:

12 A. Commercial General Liability

13 Commercial General Liability Insurance with limits of not less than One  
14 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars  
15 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require  
16 specific coverages including completed operations, products liability, contractual liability,  
17 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed  
18 necessary because of the nature of this contract.

19 B. Automobile Liability

20 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
21 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred  
22 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty  
23 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred  
24 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used  
25 in connection with this Agreement.

26 C. Professional Liability

27 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
28 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less

1 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)  
2 annual aggregate.

3 D. Worker's Compensation

4 A policy of Worker's Compensation insurance as may be required by the  
5 California Labor Code.

6 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
7 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
8 collectively, as additional insured, but only insofar as the operations under this Agreement are  
9 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
10 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be  
11 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.  
12 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance  
13 written notice given to COUNTY.

14 Within thirty (30) days from the date CONTRACTOR signs and executes this  
15 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated  
16 above for all of the foregoing policies, as required herein, to the County of Fresno, (Name and  
17 Address of the official who will administer this contract), stating that such insurance coverage have  
18 been obtained and are in full force; that the County of Fresno, its officers, agents and employees  
19 will not be responsible for any premiums on the policies; that such Commercial General Liability  
20 insurance names the County of Fresno, its officers, agents and employees, individually and  
21 collectively, as additional insured, but only insofar as the operations under this Agreement are  
22 concerned; that such coverage for additional insured shall apply as primary insurance and any  
23 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,  
24 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies  
25 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)  
26 days advance, written notice given to COUNTY.

27 In the event CONTRACTOR fails to keep in effect at all times insurance  
28 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,

1 suspend or terminate this Agreement upon the occurrence of such event.

2 All policies shall be issued by admitted insurers licensed to do business in the  
3 State of California, and such insurance shall be purchased from companies possessing a current  
4 A.M. Best, Inc. rating of A FSC VII or better.

5 11. AUDITS AND INSPECTIONS

6 The CONTRACTOR shall at any time during business hours, and as often as  
7 the COUNTY may deem necessary, make available to the COUNTY for examination all of its  
8 records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
9 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records  
10 and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

11 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR  
12 shall be subject to the examination and audit of the Auditor General for a period of three (3) years  
13 after final payment under contract (Government Code Section 8546.7).

14 12. NOTICES

15 The persons and their addresses having authority to give and receive notices  
16 under this Agreement include the following:

17 COUNTY

18 COUNTY OF FRESNO

19 Director, Department of Public Health

20 P.O.Box 11867

21 Fresno, CA 93775

CONTRACTOR

TWO Q, INC.

President, JP Marketing #103

7589 N. Wilson Ave.

Fresno, CA 93711

22 All notices between the COUNTY and CONTRACTOR provided for or  
23 permitted under this Agreement must be in writing and delivered either by personal service, by  
24 first-class United States mail, by an overnight commercial courier service, or by telephonic  
25 facsimile transmission. A notice delivered by personal service is effective upon service to the  
26 recipient. A notice delivered by first-class United States mail is effective three COUNTY business  
27 days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice  
28 delivered by an overnight commercial courier service is effective one COUNTY business day after  
deposit with the overnight commercial courier service, delivery fees prepaid, with delivery



1 instructions given for next day delivery, addressed to the recipient. A notice delivered by  
2 telephonic facsimile is effective when transmission to the recipient is completed (but, if such  
3 transmission is completed outside of COUNTY business hours, then such delivery shall be  
4 deemed to be effective at the next beginning of a COUNTY business day), provided that the  
5 sender maintains a machine record of the completed transmission. For all claims arising out of or  
6 related to this Agreement, nothing in this section establishes, waives, or modifies any claims  
7 presentation requirements or procedures provided by law, including but not limited to the  
8 Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section  
9 810).

10 13. GOVERNING LAW

11 Venue for any action arising out of or related to this Agreement shall only be in  
12 Fresno County, California.

13 The rights and obligations of the parties and all interpretation and performance  
14 of this Agreement shall be governed in all respects by the laws of the State of California.

15 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

16 This provision is only applicable if the CONTRACTOR is operating as a  
17 corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the  
18 CONTRACTOR changes its status to operate as a corporation.

19 Members of the CONTRACTOR's Board of Directors shall disclose any self-  
20 dealing transactions that they are a party to while CONTRACTOR is providing goods or  
21 performing services under this agreement. A self-dealing transaction shall mean a transaction  
22 to which the CONTRACTOR is a party and in which one or more of its directors has a material  
23 financial interest. Members of the Board of Directors shall disclose any self-dealing  
24 transactions that they are a party to by completing and signing a Self-Dealing Transaction  
25 Disclosure Form, attached hereto as Exhibit D and incorporated herein by reference, and  
26 submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
27 immediately thereafter.

28 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement

between the CONTRACTOR and COUNTY with respect to the subject matter hereof and  
supersedes all previous Agreement negotiations, proposals, commitments, writings,  
advertisements, publications, and understanding of any nature whatsoever unless expressly  
included in this Agreement. In the event of any inconsistency in interpreting the documents which  
constitute this Agreement, the inconsistency shall be resolved by giving precedence in the  
following order of priority: (1) the text of this Agreement; (2) the COUNTY's Revised RFP; and (3)  
the CONTRACTOR's Proposal in response to COUNTY's Revised RFP.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day  
2 and year first hereinabove written.

3  
4 CONTRACTOR

TWO R. INC., JP  
marketing

COUNTY OF FRESNO

5 Jane O. Quebrera  
6 (Authorized Signature)

Sai Quintero  
Sai Quintero, Chairperson of the Board of  
Supervisors of the County of Fresno

7 Jane O. Quebrera, President  
8 Print Name & Title

9 7589 N. Wilson Ave Ste 103

Fresno, CA 93711  
10 Mailing Address

ATTEST:

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11  
12  
13  
14  
15 By: J. Seidel  
16 Deputy

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: 5620  
19 Account No.: 7295  
20 Requisition No.:  
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## **SCOPE OF WORK**

The Department will work with the Contractor to promote the Pillars of Public Health, program-specific health messaging and other key concepts using the existing “Healthy Fresno County” platform, which currently includes an active Facebook page and the placeholder domains healthyfresnocounty.com, healthyfresnocounty.org and healthyfresnocounty.net. The Contractor will also be expected to recommend effective methods to expand and improve the “Healthy Fresno County” platform to other relevant media.

### **1. Annual Comprehensive Communications Plan**

- a. Facilitate meetings with Department staff from selected programs to identify program procedures, requirements, and goals related to media and educational campaigns and projects.
- b. Review the Department’s existing partnerships with other agencies and existing educational materials for opportunities to enhance and integrate complementary messages .
- c. Identify target audiences, specific messages, and distribution networks to reach program goals. Determine the most timely and cost-effective methods.
- d. Design measures to assess changes in public attitudes, perceptions, and behavior, especially among target and priority populations, to improve the effectiveness of campaigns and materials, and to demonstrate campaign outcomes. Assessments may include but are not limited to impressions reports, pre/post test results, and/or focus groups.
- e. Submit a practical written Comprehensive Communications Plan based on above research within 45 days of contract execution and each subsequent renewal year.
  - This deadline may be adjusted if the Department is not able to provide all required information no later than 30 days after contract execution. If the deadline is adjusted, the new deadline will be 15 days after the vendor receives all required information.

### **2. Media Campaigns**

- a. Develop and produce advertising campaigns for selected programs, which may include TV, radio, newspaper, outdoor and digital platforms. Develop and produce other public service announcements as necessary.
- b. Place advertisements with identified distribution networks using cost-effective media buying strategies and leveraging available resources.
- c. Finance all costs related to media campaigns, including talent fees, commissions, materials, travel expenses and contingencies until reimbursed.
- d. Integrate messages across platforms, including the Department’s website and social media pages, as appropriate.
- e. Provide assessment reports to program staff on campaign outcomes as described in the Comprehensive Communications Plan, as appropriate.

### **3. Information Materials**

- a. Review and update existing educational materials such as factsheets, brochures and presentations, as appropriate, to enhance clarity and comprehension among target audiences.
- b. Collaborate with Department staff to develop new educational materials to fill programmatic gaps.

- c. Recommend improvements to the Department's website and social media pages to enhance messaging and improve user experience.

#### **4. Public Relations**

- a. Recommend and review news releases, media advisories, interview talking points and related earned-media communications, as appropriate, to build and maintain public awareness and credibility.
- b. Provide training and technical assistance to Department staff as necessary on creating compelling, news-worthy pieces to increase public awareness of health topics, and to influence positive changes at the individual and systemic levels.
- c. Support Department internal communications to create an inclusive, service-oriented culture in which employees feel supported, valued and driven in the pursuit of the Department's mission.

#### **5. Management & Administration**

- a. Annually, develop and submit a project management timeline specifying deliverables, responsible parties, and completion dates. Update the timeline quarterly.
- b. Prior to beginning work on a project, submit a project brief to ensure it relates to the Comprehensive Communications Plan and is within budget parameters.
- c. Monthly, submit a status report on all project tasks no later than 30 days after the end of the previous month.
- d. Monthly, submit one invoice no later than 30 days after the end of the previous month. The invoice shall include all approved project expenses and related backup documentation (such as work orders, invoices and receipts). The invoice shall clearly delineate project expenses by each cost center. Cost center codes will be provided to the successful bidder by Department staff.

Div	Project Name/Topic	Project Description	Run Time (2018-2019)	Anticipated Tasks (based on Media Agency SOW)	Funding Source & Budget Amount
OCW	Tobacco	Create new ads and use existing ads to educate residents on tobacco, marijuana, vaping devices, and available community resources; campaign will target youth, parents, multi-unit housing residents, LGBTQ, and substance abuse treatment centers	<input type="checkbox"/> Feb <input type="checkbox"/> Mar <input checked="" type="checkbox"/> Apr <input type="checkbox"/> May <input checked="" type="checkbox"/> Jun <input checked="" type="checkbox"/> Jul <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Customize and/or develop and place TV and radio ads in English, Spanish, and Hmong</li> <li>• Develop and place movie theater and digital advertising</li> <li>• Develop ads for the Fresno Rainbow Pride Parade &amp; Festival and Vintage Days event programs</li> <li>• Develop and place ads in NewsLink (monthly GLBT newspaper)</li> <li>• Conduct focus groups and pre and post surveys</li> <li>• Promote smoke-free multi-unit housing forum</li> <li>• Recommend improvements to the program website</li> </ul>	Tobacco grant \$345,000
OCW	Oral Health	Based on the program needs assessment and health improvement plan, campaign will develop new ads to provide education and improve health literacy in order to connect families to a primary dental home	<input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Nov <input checked="" type="checkbox"/> Dec <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Create new factsheets, flyers, and/or infographics</li> <li>• Develop and place ads in school district newspaper</li> <li>• Develop and place ads on billboards in targeted communities</li> <li>• Develop and place ads in movie theaters</li> </ul>	Oral Health grant \$60,000
OCW	Champions for Change	Use existing media materials from the CDPH/USDA "Be Better" field guide for ongoing outreach and promote local events as needed	<input type="checkbox"/> Feb <input checked="" type="checkbox"/> Mar <input checked="" type="checkbox"/> Apr <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Place existing "Be Better" campaign materials in newspaper, social media, digital ads, etc.</li> <li>• Develop and place 4-6 newspaper ads to promote community forums and other Champions for Change events</li> <li>• Edit existing raw video of training and produce into staff training video</li> </ul>	NEOP grant \$23,846

CH	STD/HIV	Create ads and materials targeting 15-25 year olds, expectant mothers, childbearing age women, MSM, and LGBT	<input type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input type="checkbox"/> Mar <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec <input checked="" type="checkbox"/> Apr <input type="checkbox"/> Jul <input type="checkbox"/> Oct <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop 15, 30 and 60 second radio and TV PSAs in English, Spanish and Hmong</li> <li>• Create and print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting specific zip codes</li> <li>• Purchase bus wraps and interior posters</li> <li>• Purchase poster stands located in local colleges</li> </ul>	STD/HIV \$100,000
CH	Mosquito-Borne Illness	Create and use existing ads and materials targeting the general population (West Nile Virus) and pregnant women and travelers (Zika)	<input type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov <input type="checkbox"/> Mar <input checked="" type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec <input type="checkbox"/> Apr <input type="checkbox"/> Jul <input type="checkbox"/> Oct <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop 15, 30 and 60 second radio and TV PSAs in English, Spanish and Hmong</li> <li>• Create and Print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting specific zip codes</li> <li>• Purchase bus wraps and interior posters</li> </ul>	PHFE grant & CH Admin \$80,000
CH	School Immunization & Pertussis	Create ads and materials targeting Parents and guardians of young children including educators, foster parents, grandparents and medical providers	<input checked="" type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input checked="" type="checkbox"/> Mar <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input type="checkbox"/> Dec <input checked="" type="checkbox"/> Apr <input type="checkbox"/> Jul <input type="checkbox"/> Oct <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop 15, 30 and 60 second radio and TV PSAs in English, Spanish and Hmong</li> <li>• Create and print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting specific zip codes</li> <li>• Purchase bus wraps and interior posters</li> </ul>	CH Admin & IZ grant \$42,000

CH	Flu	Create ads and materials on preventative and treatment actions for the general public	<input checked="" type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov <input checked="" type="checkbox"/> Mar <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec <input type="checkbox"/> Apr <input type="checkbox"/> Jul <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop Radio and Television Public Service Announcements in English, Spanish and Hmong</li> <li>• Develop 15, 30 and 60 second PSAs</li> <li>• Create and Print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting specific zip codes</li> <li>• Purchase bus wraps and interior posters</li> </ul>	PHEP & IZ grant \$40,000
CH/OES	Emergency Preparedness	Create ads and materials on general preparedness actions for the general public	<input type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input type="checkbox"/> Mar <input checked="" type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input type="checkbox"/> Dec <input type="checkbox"/> Apr <input type="checkbox"/> Jul <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop 15, 30 and 60 second radio and TV PSAs in English, Spanish and Hmong</li> <li>• Create and print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting specific zip codes</li> <li>• Purchase bus wraps and interior posters</li> </ul>	PHEP grant & OES grant \$47,500
CH/EH	National Poisoning & Lead Poisoning Prevention	<p>Create ads and materials for parents and guardians of young children including educators, foster parents, grandparents and medical providers</p> <p>EH outreach also includes lead abatement agencies, construction workers and hardware stores</p>	<input checked="" type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input checked="" type="checkbox"/> Mar <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input type="checkbox"/> Dec <input type="checkbox"/> Apr <input checked="" type="checkbox"/> Jul <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop 15, 30 and 60 second radio and TV PSAs in English, Spanish and Hmong</li> <li>• Create and print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting 93701 and 93702</li> <li>• Purchase bus wraps and interior posters</li> </ul>	CLPPP grant & Admin \$44,000



CH	Valley Fever	Create ads and materials targeting population of farm workers and medical providers on the west side of Fresno County	<input type="checkbox"/> Feb <input checked="" type="checkbox"/> Mar <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input checked="" type="checkbox"/> Apr <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input type="checkbox"/> Dec <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop 15, 30 and 60 second radio and TV PSAs in English, Spanish and Hmong</li> <li>• Create and print CDC materials</li> <li>• Create our own pamphlet in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging</li> <li>• Purchase billboard spaces targeting specific zip codes</li> <li>• Purchase bus wraps and interior posters</li> </ul>	CH Admin \$17,000
EH	Pet Licensing	Promote pet licensing through an amnesty period to forgive penalties, and ongoing pet owner responsibility and licensing outreach and education  Currently looking for additional partners and funding to promote responsible pet ownership	<input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input type="checkbox"/> Apr <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input type="checkbox"/> Dec <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Promote event through news releases and earned media</li> <li>• Develop 30 second PSAs for TV and radio</li> <li>• Develop billboard ad and place in 2 locations</li> <li>• Create large sign for roof of Old Morgue (visible to Hwy 99)</li> </ul>	Admin \$10,000
EH	Recreational Health	Working with the Water Safety Council, encourage safety in public and private swimming pools and other swimming areas	<input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input type="checkbox"/> Apr <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input type="checkbox"/> Dec <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Create and update pool safety fact sheets</li> <li>• Work with City Parks departments to advertise swim lessons</li> <li>• Assist in coordinating a public relations/media event for the safest and coolest pools</li> </ul>	Admin \$10,000

EH	CUPA Videos	Create a series of instructional videos to help businesses with hazardous materials/waste in electronic submittals on two submittal websites	<input type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug <input type="checkbox"/> Nov <input type="checkbox"/> Mar <input type="checkbox"/> Jun <input type="checkbox"/> Sep <input type="checkbox"/> Dec <input type="checkbox"/> Apr <input type="checkbox"/> Jul <input type="checkbox"/> Oct <input type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Create a series of 5-10 min videos on “How To Submit Documents on eHazMat Portal”</li> <li>• Create a series of 5-10 min videos on “How to Submit Documents on CERS”</li> <li>• Create a series of 5-10 min videos for the six CUPA Programs</li> <li>• Post on CUPA webpage</li> </ul>	CUPA Trust Fund \$10,000
EH	CUPA Compliance Outreach	Create and update educational materials to encourage businesses with hazardous materials/waste to achieve compliance with regulatory requirements, and advertise local compliance workshops held year-round	<input checked="" type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov <input checked="" type="checkbox"/> Mar <input checked="" type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec <input checked="" type="checkbox"/> Apr <input checked="" type="checkbox"/> Jul <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Create or update existing fact sheets</li> <li>• Create instructional handouts for electronic business plan submittals for two submittal websites</li> <li>• Create a “How to Prepare For A Facility Inspection” guide</li> <li>• Create promotional flyers and ads for workshops</li> <li>• Place ads in identified networks to maximize workshop attendance</li> <li>• Recommend improvements to the program website</li> </ul>	CUPA Trust Fund \$20,000
CCS	Free Denti-Cal Youth Services	Create and update ads targeting 93701, 93702, 93722 and additional residential locations to ensure all Fresno County children are assigned to a dental home and receive preventative dental care and treatment	<input type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov <input type="checkbox"/> Mar <input checked="" type="checkbox"/> Jun <input type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec <input type="checkbox"/> Apr <input checked="" type="checkbox"/> Jul <input type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop and place bus wraps and inside bus ads</li> <li>• Develop and place billboard ads</li> <li>• Develop and place 15 and 30 second TV and radio PSAs in English, Spanish and Hmong</li> <li>• Develop digital and social media messaging in English, Spanish and Hmong</li> <li>• Recommend improvements to the website</li> </ul>	DTI grant \$30,000

CCS	CCS Awareness & Parent Education	Create ads targeting all Fresno County families and providers to ensure all children are placed in a medical home and receive quality and routine health care through PCPs and specialists  emphasis on 11/18- 1/19	<input checked="" type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov	<input checked="" type="checkbox"/> Mar <input type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec	<input checked="" type="checkbox"/> Apr <input type="checkbox"/> Jul <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Develop and place 15 and 30 second TV and radio PSAs (English, Spanish and Hmong)</li> <li>• Develop digital and social media messaging English, Spanish and Hmong</li> <li>• Recommend improvements to the program website</li> </ul>	CCS Admin  \$10,000
PHN	Black Infant Health	Use existing ads to recruit clients to the BIH program targeting African American women at least 18 years old and 30 weeks or less gestation	<input checked="" type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov	<input checked="" type="checkbox"/> Mar <input type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec	<input checked="" type="checkbox"/> Apr <input checked="" type="checkbox"/> Jul <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Place radio ads in identified networks</li> <li>• Place 1 existing billboard ad in 93706</li> <li>• Develop digital and social media messaging</li> <li>• Recommend improvements to the program website</li> </ul>	Black Infant Health grant  \$11,477
PHN	Healthy Babies	Create new materials and update existing materials to promote program services to women at risk for perinatal health disparities	<input type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov	<input checked="" type="checkbox"/> Mar <input type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec	<input checked="" type="checkbox"/> Apr <input type="checkbox"/> Jul <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Create 5 web/mobile banner ads</li> <li>• Update 1 existing postcard to promote pregnancy planning in English, Spanish and Punjabi</li> <li>• Develop and place 1 bilingual Hmong TV ad</li> </ul>	Babies First grant  \$5,000
OES	Tree Mortality	Develop media message to inform the public on tree mortality projects	<input type="checkbox"/> Feb <input type="checkbox"/> May <input type="checkbox"/> Aug	<input type="checkbox"/> Mar <input type="checkbox"/> Jun <input type="checkbox"/> Sep	<input type="checkbox"/> Apr <input type="checkbox"/> Jul <input type="checkbox"/> Oct	<ul style="list-style-type: none"> <li>• Determine most effective method of educating residents on tree mortality concerns and available resources</li> </ul>	OES grant  \$7,500

			<input type="checkbox"/> Nov <input checked="" type="checkbox"/> Dec <input type="checkbox"/> Jan		
PHC	Pillars of Public Health and Additional Branding	Use the <i>Pillars of Public Health</i> (Pillars) concept to promote Department programs and services and support internal communications	<input checked="" type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov	<input checked="" type="checkbox"/> Mar <input checked="" type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec	<input checked="" type="checkbox"/> Apr <input checked="" type="checkbox"/> Jul <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan
			<ul style="list-style-type: none"> <li>• Create 1 general brochure on Department services (English, Spanish and Hmong)</li> <li>• Develop 1 ad on Department services (English, Spanish and Hmong)</li> <li>• Update mission, vision and values flyer (English, Spanish and Hmong)</li> <li>• Create retractable/pop up banners for press conferences</li> <li>• Create a media kit/guide</li> <li>• Develop 30s video ads to promote Department vacancies and <i>To Your Health</i> (TYH) newsletter</li> <li>• Develop monthly videos on department updates</li> <li>• Develop or update logos as needed (Department, Pillars, and TYH)</li> <li>• Identify and expand to additional social media platforms as needed</li> <li>• Recommend improvements to Department and PHC webpages</li> <li>• Recommend improvements on public relations and internal communications topics as needed</li> </ul>		
					Admin \$10,000

PHC	Non-Resident Specialty Care (NRSC)	Create/update NRSC ads targeting individuals who do not qualify for full-scope Medi-Cal and need to see a specialist.	<input checked="" type="checkbox"/> Feb <input checked="" type="checkbox"/> May <input checked="" type="checkbox"/> Aug <input checked="" type="checkbox"/> Nov <input checked="" type="checkbox"/> Mar <input checked="" type="checkbox"/> Jun <input checked="" type="checkbox"/> Sep <input checked="" type="checkbox"/> Dec <input checked="" type="checkbox"/> Apr <input checked="" type="checkbox"/> Jul <input checked="" type="checkbox"/> Oct <input checked="" type="checkbox"/> Jan	<ul style="list-style-type: none"> <li>• Update NRSC flyer</li> <li>• Create brochure promoting NRSC program (English, Spanish and Hmong)</li> <li>• Place existing 30s radio ads (Spanish and Hmong)</li> <li>• Recommend improvements to NRSC webpages</li> <li>• Develop digital banners promoting NRSC program</li> <li>• Place digital banners targeting low-income individuals who do not qualify for full-scope Medi-Cal</li> </ul>	Admin \$10,000
PHC	Misc.	Miscellaneous design work, etc. available for Department-wide use as needed at the discretion of Department leadership		<ul style="list-style-type: none"> <li>• Ad hoc projects</li> </ul>	Admin \$10,000
\$943,323.00					

**Exhibit C**

The proposal must include a complete rate schedule for each bidder's key personnel required to complete the Scope of Work. Under each category, please list the title and hourly rate of the staff members included in the Scope of Work of the RFP.

Name of Company: JP Marketing, A Division of Two Q, Inc

<b>Category 1 – Principals or Senior Management</b>		
	<b>Job Title</b>	<b>Hourly Rate</b>
1.	President	\$112
2.	Industry Consultant	\$112
3.	Senior Director Level	\$112

<b>Category 2 – Project Management</b>		
	<b>Job Title</b>	<b>Hourly Rate</b>
1.	Account Executive	\$94
2.	Account Manager	\$62
3.	PR/Outreach/Social Media	\$62

<b>Category 3 – Creative Arts / Layout / Design</b>		
	<b>Job Title</b>	<b>Hourly Rate</b>
1.	Art Director	\$94
2.	Graphic Designer	\$94
3.	Web Developer	\$94
4.	Copy Writer	\$94
5.	Photographer	\$94
6.	Production Manager	\$95

<b>Category 4 – Administration / Clerical</b>		
	<b>Job Title</b>	<b>Hourly Rate</b>
1.	Contract/Billing manager	\$62
2.	Admin Support	\$52

<b>Category 5 - Media Buying</b>		
	<b>Job Title</b>	<b>Hourly Rate</b>
1.	Media Buyer	\$0
2.	Commission	15%

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## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the Corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	