

AGREEMENT

This Agreement is made and entered into this 23rd day of April 2019, 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".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), 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 mental health and well-being of Fresno County residents; and

WHEREAS, the COUNTY has issued Request for Proposal No. 19-021 and Addendum One (1) thereto (collectively referred to herein as COUNTY's Revised RFP) for full-service advertising and media communications services; and

WHEREAS, the CONTRACTOR submitted a proposal in response to the Revised RFP; and

WHEREAS, the COUNTY has evaluated the CONTRACTOR's proposal in response to the Revised RFP No. 19-021 and has determined CONTRACTOR to be the most responsive, responsible bidder whose Proposal is the most advantageous to the COUNTY.

WHEREAS, CONTRACTOR, is uniquely qualified, willing and able to provide services required by the COUNTY, pursuant to the terms and conditions of this Agreement.

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

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities set for in Exhibit A, "Summary of Services", which is attached hereto and by this reference incorporated herein and made part of this Agreement.

B. CONTRACTOR shall participate in meetings with COUNTY's DBH staff to discuss requirements, data reporting, training, policies and procedures, overall program operations and any problems or foreseeable problems that may arise.

1 C. CONTRACTOR shall comply with all contract monitoring and compliance protocols,
2 procedures, data collection methods, and reporting requirements conducted by the COUNTY.

3 .
4 **2. TERM**

5 The term of this Agreement shall become effective upon execution and shall terminate on
6 the 30th of June, 2020. This Agreement may be extended for two (2) additional consecutive twelve (12)
7 month periods upon written approval of both parties no later than thirty (30) days prior to the first day of
8 the next twelve (12) month extension period. The Director of the Department or his or her designee is
9 authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR's
10 satisfactory performance.

11 **3. TERMINATION**

12 A. Non Allocation of Funds - The terms of this Agreement, and the services to be
13 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
14 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
15 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

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

- 18 1) An illegal or improper use of funds;
19 2) A failure to comply with any term of this Agreement;
20 3) A substantially incorrect or incomplete report submitted to COUNTY;
21 4) Improperly performed service.

22 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
23 breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither
24 shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or
25 default. COUNTY shall have the right to demand of CONTRACTOR the repayment to COUNTY of any
26 funds disbursed to CONTRACTOR under this Agreement, which in the judgment of COUNTY were not
27 expended in accordance with the terms of this Agreement. CONTRACTOR shall promptly refund any
28 such funds upon demand or, at COUNTY's option, such repayment shall be deducted from future

1 payments owing to CONTRACTOR under this Agreement.

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

5 **4. COMPENSATION**

6 For actual services provided as identified in the terms and conditions of this Agreement,
7 including Exhibit A, COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
8 compensation in accordance with Exhibit B, "Budget Summary," attached here to and by this reference
9 incorporated herein. Payment shall be made upon certification or other proof satisfactory to COUNTY's
10 DBH that services have actually been performed by CONTRACTOR as specified in this Agreement.

11 The maximum amount payable to CONTRACTOR for the period of effective upon
12 execution through June 30, 2019 shall not exceed One Hundred Ninety Thousand and No/100 Dollars
13 (\$190,000.00).

14 The maximum amount payable to CONTRACTOR for the period of July 1, 2019 through
15 June 30, 2020 shall not exceed Seven Hundred Sixty Thousand and No/100 Dollars (\$760,000.00).

16 If this Agreement is extended for an additional twelve (12) month renewal period beginning
17 July 1, 2020 through June 30, 2021, the maximum amount payable to CONTRACTOR for said period
18 shall not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00).

19 If this Agreement is extended for an additional twelve (12) month renewal period beginning
20 July 1, 2021 through June 30, 2022, the maximum amount payable to CONTRACTOR for said period
21 shall not exceed Seven Hundred Thousand and No/100 Dollars (\$700,000.00).

22 The cumulative total of this Agreement shall not be in excess of Two Million, Three
23 Hundred Fifty Thousand and No/100 Dollars (\$2,350,000.00). It is understood that all expenses
24 incidental to CONTRACTOR's performance of services under this Agreement shall be borne by
25 CONTRACTOR.

26 Except as provided below regarding State payment delays, payments by COUNTY shall be
27 in arrears, for services provided during the preceding month, within forty-five (45) days after receipt,
28 verification, and approval of CONTRACTOR's invoices by COUNTY's DBH. If CONTRACTOR should fail

1 to comply with any provision of this Agreement, COUNTY shall be relieved of its obligation for further
2 compensation. All final claims and / or any final budget modification requests shall be submitted by
3 CONTRACTOR within sixty (60) days following the final month of service for which payment is claimed.
4 No action shall be taken by COUNTY on claims submitted beyond the sixty (60) day closeout period. Any
5 compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this
6 Agreement shall automatically revert to COUNTY.

7 The services provided by CONTRACTOR under this Agreement are funded in whole or in
8 part by the State of California. In the event that funding for these services is delayed by the State
9 Controller, COUNTY may defer payment to CONTRACTOR. The amount of the deferred payment shall
10 not exceed the amount of funding delayed by the State Controller to COUNTY. The period of time of the
11 deferral by COUNTY shall not exceed the period of time of the State Controller's delay of payment to
12 COUNTY plus forty-five (45) days.

13 **5. INVOICING**

14 CONTRACTOR shall invoice COUNTY in arrears by the tenth (10th) day of each month for
15 actual expenses incurred and services rendered in the previous month to:

16 DBH-Invoices@fresnocountyca.gov.

17 CONTRACTOR shall submit to the COUNTY by the tenth (10th) of each month a detailed
18 general ledger (GL), itemizing costs incurred in the previous month. Failure to submit GL reports and
19 supporting documentation shall be deemed sufficient cause for COUNTY to withhold payments until there
20 is compliance, as further described in Section Five (5) herein. Supporting documentation shall include but
21 is not limited to receipts, invoices received, and documented administrative / overhead costs. No
22 reimbursement for services shall be made until invoices, reports and outcomes are received, reviewed
23 and approved by COUNTY's DBH.

24 At the discretion of COUNTY's DBH Director or designee, if an invoice is incorrect or is
25 otherwise not in proper form or substance, COUNTY's DBH Director or designee shall have the right to
26 withhold payment as to only that portion of the invoice that is incorrect or improper after five (5) days prior
27 notice to CONTRACTOR. CONTRACTOR agrees to continue to provide services for a period of ninety
28 (90) days after notification of an incorrect or improper invoice. If after the ninety (90) day period, the

1 invoice(s) is still not corrected to COUNTY's DBH satisfaction, COUNTY's DBH Director or designee may
2 elect to terminate this Agreement, pursuant to the termination provisions stated in Paragraph Three (3) of
3 this Agreement. In addition, for invoices received ninety (90) days after the expiration of each term of this
4 Agreement or termination of this Agreement, at the discretion of COUNTY's DBH Director or designee,
5 COUNTY's DBH shall have the right to deny payment of any additional invoices received.

6 CONTRACTOR must maintain such financial records for a period of seven (7) years or until
7 any dispute, audit or inspection is resolved, whichever is later. CONTRACTOR will be responsible for
8 any disallowances related to inadequate documentation.

9 **6. INDEPENDENT CONTRACTOR**

10 In performance of the work, duties, and obligations assumed by CONTRACTOR under this
11 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
12 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
14 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to
15 control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
16 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
17 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
18 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
19 regulations, if any, of governmental authorities having jurisdiction over matters which are directly or
20 indirectly the subject of this Agreement.

21 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
22 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be
23 solely liable and responsible for providing to, or on behalf of, its employees all legally required employee
24 benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all
25 matters relating to payment of CONTRACTOR's employees, including compliance with Social Security,
26 withholding, and all other regulations governing such matters. It is acknowledged that during the term of
27 this Agreement, CONTRACTOR may be providing services to others unrelated to COUNTY or to this
28 Agreement.

1 **7. MODIFICATION**

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

4 B. Notwithstanding the above, changes to line items in the budget, attached hereto as
5 Exhibit B, in an amount not to exceed ten percent (10%) of the total maximum compensation as identified
6 in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's DBH Director
7 or designee and CONTRACTOR. Budget line item changes shall not result in any change to the
8 maximum compensation amount payable to CONTRACTOR, as stated herein.

9 C. CONTRACTOR hereby agrees that changes to the compensation under this
10 Agreement may be necessitated by a reduction in funding from State and / or Federal sources.
11 COUNTY's DBH Director or designee may modify the maximum compensation depending on State and
12 Federal funding availability, as stated in Section Four (4) in this Agreement. CONTRACTOR further
13 understands that this Agreement is subject to any restrictions, limitations or enactments of all legislative
14 bodies which affect the provisions, term, or funding of this Agreement in any manner.

15 **8. NON-ASSIGNMENT**

16 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties
17 under this Agreement without the prior written consent of the other party.

18 **9. HOLD HARMLESS**

19 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,
20 defend COUNTY, its officers, agents and employees from any and all costs and expenses, including
21 attorney fees and court costs, damages, liabilities, claims, and losses occurring or resulting to COUNTY
22 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
23 employees under this Agreement, and from any and all costs and expenses, including attorney fees and
24 court costs, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
25 corporation who may be injured or damaged by the performance, or failure to perform, of
26 CONTRACTOR, its officers, agents, or employees under this Agreement. In addition, CONTRACTOR
27 agrees to indemnify COUNTY for Federal, State of California and / or local audit exceptions resulting from
28 noncompliance herein on the part of the CONTRACTOR.

1 **10. INSURANCE**

2 Without limiting COUNTY's right to obtain indemnification from CONTRACTOR or any third
3 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance
4 policies throughout the term of this Agreement:

5 A. Commercial General Liability

6 Commercial General Liability Insurance with limits of not less than Two Million
7 Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million
8 Dollars (\$4,000,000). This policy shall be issued on a per occurrence basis.
9 COUNTY may require specific coverages including completed operations, product
10 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or
11 any other liability insurance deemed necessary because of the nature of the
12 Agreement.

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits no less than One Million
15 Dollars (\$1,000,000) per accident for bodily injury and property damage. Coverage
16 should include any automobile used in connection with this Agreement. If
17 CONTRACTOR(S) employees are not covered by CONTRACTOR(S) automobile
18 liability insurance policy, CONTRACTOR(S) shall ensure that each employee as
19 part of this Agreement procures and maintains their own private automobile
20 coverage in force during the term of this Agreement, at the employee's sole cost
21 and expense.

22 C. Professional Liability

23 If CONTRACTOR(S) employs licensed professional staff (e.g. Ph.D., R.N.,
24 L.C.S.W., L.M.F.T., etc.) in providing services, Professional Liability Insurance with
25 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million
26 Dollars (\$3,000,000) annual aggregate. CONTRACTOR agrees that it shall
27 maintain, at its sole expense, in full force and effect for a period of five (5) years
28 following the termination of this Agreement, one or more policies of professional
liability insurance with limits of coverage as specified herein.

 D. Worker's Compensation

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

 Additional Requirements Relating to Insurance

 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
naming the County of Fresno, its officers, agents, and employees, individually and collectively, as
additional insured, but only insofar as the operations under this Agreement are concerned. Such

1 coverage for additional insured shall apply as primary insurance and any other insurance, or self-
2 insurance, maintained by COUNTY, its officers, agents and employees shall be excess only and not
3 contributing with insurance provided under CONTRACTOR(S)' policies herein. This insurance shall not
4 be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

5 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
6 employees any amounts paid by the policy of worker's compensation insurance required by this
7 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
8 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
9 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

10 Within thirty (30) days from the date each CONTRACTOR signs this Agreement, said
11 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
12 foregoing policies, as required herein, to the County of Fresno, Department of Behavioral Health, Contract
13 Services Division, 3133 N. Millbrook Ave, Fresno, California, 93703, Attention: Cultural Specific Services
14 Mental Health Contract Staff Analyst, stating that such insurance coverages have been obtained and are
15 in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any
16 premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived
17 its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the
18 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General
19 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
20 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
21 that such coverage for additional insured shall apply as primary insurance and any other insurance, or
22 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
23 contributing with insurance provided under CONTRACTOR(S) policies herein; and that this insurance
24 shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
25 COUNTY.

26 In the event CONTRACTOR(S) fails to keep in effect at all times insurance coverage as
27 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
28 Agreement upon the occurrence of such event.

1 All policies shall be with admitted insurers licensed to do business in the State of California.
2 Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or
3 better.

4 **11. AUDITS AND INSPECTIONS**

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

10 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
11 CONTRACTOR shall be subject to the examination and audit of the State of California Auditor General
12 for a period of three (3) years after final payment under contract (California Government Code section
13 8546.7).

14 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review
15 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
16 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result
17 in the disallowance of payment for services rendered, or in additional controls to the delivery of services,
18 or in the termination of this Agreement, at the discretion of COUNTY's DBH Director or designee. If as a
19 result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's
20 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
21 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the
22 discretion of COUNTY's DBH Director or designee. In addition, COUNTY shall have the sole discretion in
23 the determination of fiscal review outcomes, decisions and actions.

24 **12. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

25 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-
26 profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR changes its
27 status to operate as a corporation.

28 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing

1 transactions that they are a party to while CONTRACTOR is providing goods or performing services
2 under this Agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is
3 a party and in which one or more of its directors has a material financial interest. Members of the Board
4 of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing
5 a "Self-Dealing Transaction Disclosure Form", attached hereto as Exhibit C and incorporated herein by
6 reference and made part of this Agreement, and submitting it to the COUNTY prior to commencing with
7 the self-dealing transaction or immediately thereafter.

8 **13. NOTICES**

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

11 COUNTY

12 Director, County of Fresno
13 Department of Behavioral Health
14 PO BOX 1912
Fresno, CA 93718-1912

CONTRACTOR

President, TWO Q, Inc.
JP Marketing
7589 N. Wilson Ave.
Fresno, CA 93711

15 All notices between the COUNTY and CONTRACTOR(S) provided for or permitted under
16 this Agreement must be in writing and delivered either by personal service, by first-class United States
17 mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice
18 delivered by personal service is effective upon service to the recipient. A notice delivered by first-class
19 United States mail is effective three (3) COUNTY business days after deposit in the United States mail,
20 postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier
21 service is effective one (1) COUNTY business day after deposit with the overnight commercial courier
22 service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the
23 recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is
24 completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery
25 shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the
26 sender maintains a machine record of the completed transmission. For all claims arising out of or related
27 to this Agreement, nothing in this Section establishes, waives, or modifies any claims presentation
28 requirements or procedures provided by law, including but not limited to the Government Claims Act

(Division 3.6 of Title 1 of the Government Code, beginning with Section 810).

14. GOVERNING LAW

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

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

15. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

16. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement

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

3
4 **CONTRACTOR:**

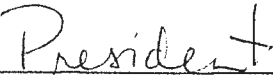
5 TWO Q, Inc.

6 

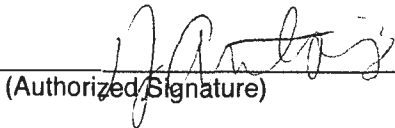
7 (Authorized Signature)

8 

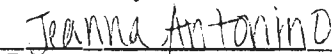
9 Print Name

10 

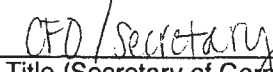
11 Title (Chairman of Board, or President, or
12 CEO)

13 

14 (Authorized Signature)

15 

16 Print Name

17 

18 Title (Secretary of Corporation, or Chief
19 Financial Officer/Treasurer, or any
20 Assistant Secretary or Treasurer)

21 **MAILING ADDRESS**

22 TWO Q, Inc.
23 7589 North Wilson Avenue
24 Fresno, CA 93711

25 **FOR ACCOUNTING USE ONLY:**

26 ORG No.: 56304564
27 Account No.: 7295/0
28 Fund/Subclass: 0001/10000


COUNTY OF FRESNO



Nathan Magsig, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:

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

By: 
Deputy

Summary of Services

ORGANIZATION:	JP MARKETING, A DIVISION OF TWO Q, INC.		
SERVICE:	MARKETING, ADVERTISING AND CONSULTATION SERVICES		
ADDRESS:	7589 N WILSON AVE STE 103 FRESNO CA 93711		
OFFICE TELEPHONE:	559-438-2180		
CONTACTS:	Michele Meisch, Client Services Director 559 804 0360		
EMAIL:	michele@jpmktg.com		
CONTRACT PERIOD:	Effective upon execution – June 30, 2019	\$190,000	
	July 1, 2019 – June 30, 2020	\$760,000	
	July 1, 2020 – June 30, 2021	\$700,000	
	July 1, 2021 – June 30, 2022	\$700,000	
AMOUNT:	Total	\$2,350,000	

Summary of Services

JP Marketing henceforth referred to as CONTRACTOR, shall work with the Department to create media campaigns focusing on suicide prevention, mental health awareness, reducing the stigma around mental illness, prevention of substance use disorder and access to substance use disorder services. They will also assist in the creation of a comprehensive communication plan for the department as well as the Fresno Suicide Prevention Collaborative, which will lay the foundation for all communication and marketing efforts pertaining to public relations and internal processes.

Contractor's Responsibilities

Projects & Timelines

- A. A Comprehensive Department of Behavioral Health Communication Plan – CONTRACTOR will create a practical written Comprehensive Communications Plan based on research within 60 days of contract execution and each subsequent renewal year. The plan will guide the department with internal and external communication including branding guidelines, procedures for announcements that include multi-media, social media, and all written material. The plan will guide all contracted provider communication efforts to match the department.

Timeline – April, May, June Fiscal Year 18/19 and revisited in FY 20/21 and 21/22.

- B. Annual Comprehensive Fresno County Suicide Prevention Collaborative Communication Plan – Contractor will create a practical written Comprehensive Communications Plan based on research within 60 days of contract execution and each subsequent renewal

year. The plan will guide the collaborative with internal and external communication including branding guidelines, procedures for announcements that include multi-media, social media, and all written material. The plan will guide all communication efforts for all workgroups in the collaborative.

Timeline – April, May, June Fiscal Year 18/19 and revisited in FY 20/21 and 21/22.

- C. Suicide Prevention Media Campaign – CONTRACTOR will create new ads and use existing ads to educate residents on suicide prevention and available community resources. Campaign may target the following populations but are not limited to youth ages 12-18, parents, middle aged white and Latino males, middle aged white and Latino females, the LGBTQ community, and veterans. Campaign will be yearlong with increased efforts in August, September, and October.

Timeline – Start upon Contract Execution FY 18/19, Year Round in Fiscal Years 19/20, FY 20/21, and FY 21/22.

- D. Mental Health Awareness Campaign – CONTRACTOR will develop and produce advertising campaigns, which may include TV, radio, newspaper, outdoor and digital platforms. CONTRACTOR will develop and produce other public service announcements as necessary. The campaign will focus on bringing awareness on the importance of Mental Health access, services, and first steps. Heavy campaign push in April, May, and June.

Timeline – Start upon Contract Execution FY 18/19, and April, May, June of Fiscal Years 19/20, 20/21, and 21/22.

- E. Mental Health Stigma Reduction Campaign – CONTRACTOR will develop and produce advertising campaigns, which may include TV, radio, newspaper, outdoor and digital platforms. CONTRACTOR will develop and produce other public service announcements as necessary. The campaign will focus on reducing the negative stigma surrounding Mental Illness. Campaign push in March, April, May, September, October, and November.

Timeline – Start upon Contract Execution FY 18/19, and April, May, June, September, October, November of Fiscal Years 19/20, 20/21, and 21/22.

- F. Substance Use Disorder Prevention Campaign - Develop and produce advertising campaigns, which may include TV, radio, newspaper, outdoor and digital platforms. Develop and produce other public service announcements as necessary. The campaign will focus on Substance Use Disorder prevention efforts throughout Fresno County. Campaign push in March, April, November, and December.

Timeline – March, April, November, December of Fiscal Years 19/20, 20/21, and 21/22.

- G. Substance Use Disorder Access Campaign – CONTRACTOR will develop and produce advertising campaigns, which may include TV, radio, newspaper, outdoor and digital

platforms. Develop and produce other public service announcements as necessary. The campaign will focus on access to services for Substance Use Disorder. Campaign push in May, June, October, and November.

Timeline – May, June, October, November of Fiscal Years 19/20, 20/21, and 21/22.

Activities/Tasks

- A. Meetings - The CONTRACTOR will 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 Partnerships - The CONTRACTOR will review the Department's existing partnerships with other agencies and existing educational materials for opportunities to enhance and integrate complementary messages countywide.
- C. Research - The CONTRACTOR will identify target audiences, specific messages, and distribution networks to reach program goals as well as determine the most timely and cost-effective methods to do so. This will be done by conducting message testing and campaign resonance, through focus groups and pre and post testing. Includes all hard costs associated with research.
- D. Data Reporting - The CONTRACTOR will 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. Ad Development & Placement - Develop multimedia ads and possibly utilize premade campaigns for various audiences. Place created ads in most advantageous locations as to maximize awareness for campaign message.
- F. Cultural Needs - Customize and/or develop and place TV and radio ads in English, Spanish, and Hmong.
- G. Website - Recommend improvements to the DBH, fresnocares.org, centralvalleyopioidsafety.org websites as well as other websites as they arise. Also assist in the creation of landing pages for special events as needed.
- H. Social Media - Integrate messages across platforms, including the Department's website and social media pages, as appropriate. Assist in best practices when it comes to messaging as well as procedures for posting information.
- I. Media Buys - Place advertisements with identified distribution networks using cost-effective media buying strategies and leveraging available resources. This can include broadcast television, radio, signage, online, and other media outlets.
- J. Integrate - Integrate the Departments assets of media production for cost-saving purposes, locate deficits, and assist in overall development of media outreach.
- K. Each Mind Matters - Integrate the California state initiative called "Each Mind Matters" whenever possible.
- L. Creative Material Creation - Create new factsheets, flyers, and/or infographics that the department will own the rights to for distribution.
- M. News Releases - 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.

- N. Training & Technical Assistance - Provide training and technical assistance to Department staff as necessary on creating compelling, newsworthy pieces to increase public awareness of health topics, and to influence positive changes at the individual and systemic levels.
- O. Training – Contractor may be asked to attend trainings around Mental Health & Substance Use Disorder issues.
- P. Internal Communications - 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.
- Q. Cultural Understanding - Assist in designing all necessary documents translated in Fresno County's threshold languages of Spanish & Hmong for easiness of understanding.
- R. Preferred Terms - Working in collaboration with the DBH Cultural Humility Committee, develop a list of preferred terms in Spanish & Hmong that allow for best understanding.

Compliance with County & Data Capturing

- A. CONTRACTOR shall comply with all contract monitoring and compliance protocols, procedures, data collection methods, and reporting requirements conducted by the COUNTY.
- B. Data Capture – CONTRACTOR will set up appropriate data capture for all of the above projects. Capture should include online analytics, ratings reports, and any other data capturing methods.
- C. Data Reporting - CONTRACTOR will go over the data for recommended next steps and assist the department in making necessary changes to future campaigns. Contractor may be asked to make presentations to all department staff, small groups, and at special events as needed.

COUNTY's Responsibilities

- A. Meetings – DBH staff will work with contractor to schedule weekly meetings that may be in person or by phone. The meetings are used to check in, assess projects, receive feedback, and strategize next steps.
- B. Material – DBH staff will provide current assets to contractor including produced videos, graphics, logos, etc.

**Fresno County Department of Behavioral Health
JP Marketing - Media Communications and Advertising Services Budget**

TEAM MEMBER TITLES ASSIGNED	CAMPAIGN PROJECT SERVICE	FY 2018-19 (4/9/19-6/30/19)	FY 2019-20	FY 2020-21	FY 2021-22
Creative Director, Art Director, Graphic Designer, Web Designer, Copywriter, Photographer, Production Manager, Admin Support, Subject Matter Expert, Billing Manager	Creative Services - create ads to support the media plan; turnkey production services including translation; possibly specific landing page or microsite, includes all hard costs associated with creative projects.	\$31,355	\$129,000	\$45,000	\$45,000
President, Subject Matter Expert, Director of Account Services, Account, Manager, Account Coordinator, Admin Support, Billing Manager	Research - conduct message testing and campaign resonance, includes all hard costs associated with research.	\$8,400	\$35,000	\$35,000	\$35,000
Media Buyer, Media Director, Billing Manager	Media Buy - media planning, negotiating, reconciling and billing; includes all mediums and possible sponsorships	\$115,500	\$450,000	\$518,000	\$518,000
Director of Account Services, Account Manager, Account Coordinator, Billing, Manager, Production Manager	Account Management - task management, meetings, reporting and billing. Includes any and all travel to and from client meetings.	\$17,798	\$75,000	\$45,000	\$45,000
President, Subject Matter Expert, Director of Account Services, Account, Manager, Account Coordinator, Admin Support, Billing Manager	Strategy - overall messaging and positioning support; includes direction for fresnocares.org website and other activities that support the campaign goals.	\$4,200	\$16,000	\$16,000	\$16,000
Production Manager, Director of Account Services, Account Manager, Account, Coordinator, Admin Support, Billing Manager	Printing & Distribution - printing and production for materials for community distribution by FCDBH and partners; in coordination with Access to Services campaign.	\$5,292	\$25,000	\$20,000	\$20,000
PR / Outreach / Social Media, Director of Account Services, Account Manager, Account Coordinator, Billing Manager, Admin Support	Outreach - collaboration with community partners; in coordination with Access to Services campaign. Includes all hard costs such as PR Wire costs.	\$3,570	\$15,000	\$15,000	\$15,000
Subject Matter Expert, Admin Support, Copywriter, Creative Director	Copywriting - technical writing by subject matter expert consultant; editing and approval facilitation	\$3,885	\$15,000	\$6,000	\$6,000
Total		\$190,000	\$760,000	\$700,000	\$700,000

JP Marketing Roles and Rates

Roles	Hourly Rate
President / Strategist	\$112
Subject Matter Expert	\$112
Director (Media, Creative, Art, Account Services)	\$112
Account Manager	\$64
Account Coordinator	\$64
PR / Outreach / Social Media	\$64
Art Director	\$94
Graphic Designer	\$94
Web Designer	\$94
Copywriter	\$94
Photographer	\$94
Production Manager	\$94
Billing Manager	\$62
Admin Support	\$62
Media Buyer*	\$0

Valid for Fresno County Department of Behavioral Health
Contract Years 2019-2022

Covered by media commissions earned

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).

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