

COUNTY OF LOS ANGELES

**Public Health**

CYNTHIA A. HARDING, M.P.H.  
Interim Director

JEFFREY D. GUNZE NHAUSER, M.D., M.P.H.  
Interim Health Officer

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BOARD OF SUPERVISORS

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May 12, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32 OF MAY 19, 2015

PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

**APPROVAL TO EXECUTE ONE MASTER AGREEMENT WORK ORDER FOR THE PROVISION OF MEDIA SERVICES FOR HIV AND STD SOCIAL MARKETING PREVENTION SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request approval to execute a Master Agreement Work Order for the provision of media services for HIV and STD Social Marketing Prevention Services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute a Master Agreement Work Order (MAWO) substantially similar to Exhibit I, with CBS, Inc. for the provision of media services in all four media categories (designing and creating, mechanicals, social media, and outreach) for DPH HIV and STD Social Marketing Prevention Services, effective July 1, 2015 through June 30, 2018, at a total maximum obligation not to exceed \$2,400,000; 45 percent offset by the Comprehensive HIV Prevention Programs for Health Departments grant (PS 12-120103) from the Centers for Disease Control and Prevention (CDC) and 55 percent offset by net County cost (NCC).
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the MAWO that extend the term for two (2) additional one (1)-year terms through June 30, 2020, at an annual maximum obligation not to exceed \$800,000, contingent upon the availability of funding and contractor performance; and/or provide an increase or decrease in funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as

necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of Recommendation 1 will allow DPH to execute a MAWO with CBS, Inc. as a result of a competitive work order solicitation (WOS), for HIV and STD Social Marketing Prevention Services. The goals of the HIV and STD social marketing prevention campaigns are to increase awareness in specific Los Angeles County (LAC) communities and groups; particularly high risk youth, men who have sex with men, and young women of color; regarding their risk for HIV and/or STD infection and to promote the availability and accessibility of free condoms. The effort is conducted in two ways: through standard media channels (e.g. radio and billboards) and through youth specific and responsive forms of outreach (e.g. social media, digital media, and special events).

Specifically, CBS, Inc. will: 1) coordinate all aspects of a social marketing campaign; 2) develop creative for campaigns; 3) develop a comprehensive media strategy; 4) write and produce audio and video public service announcements (PSAs); 5) run a minimum of 350 PSAs; 6) manage print and production of campaign-related promotional collateral; 7) develop and execute a minimum of six media/public relation opportunities; 8) develop a strategy to reach Division of HIV and STD Program (DHSP) target audiences via social media outlets; 9) house and maintain existing external websites (EraseDoubt.org, DontThinkKnow.org, LACondom.com); 10) provide detailed HIV/STD resource information; 11) prospect and secure corporate partnerships to expand market reach and help increase HIV/STD testing, treatment, and care efforts; 12) generate awareness of HIV/STD testing, treatment and care among target audiences; 13) support mobile marketing; and 14) manage and revise a strategy to promote the location of free condoms which includes purchase and condom distribution.

Approval of Recommendation 2 will allow DPH to execute amendments to the MAWO to extend the term for up to two additional one (1)-year terms to continue media buying plans for placement of targeted public education media campaigns promoting HIV and STD prevention, including the availability of free condoms to LAC residents who are at increased risk for HIV and STD infection; and/or increase or decrease funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Recommendation 2 will also enable DPH to amend the MAWO to allow for the provision of additional units of funded services that are above the service level identified in the current MAWO and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the executed MAWO, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the MAWO maximum obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated.

DPH is requesting delegated authority to increase or decrease MAWO funding up to 35 percent due to the development of a robust plan to implement Pre-exposure Prophylaxis (PrEP) programs for individuals at high risk for HIV infection. An important component of the PrEP program will be the development of a website and educational and training materials targeting both individuals who could benefit from the use of PrEP as well as the medical provider community who can prescribe PrEP for individuals at heightened risk of infection. Preliminary estimates from New York City, where

such a PrEP plan and social marketing campaign were developed and implemented, reflect an annual cost of \$175,000 for development and placement of media messaging. DHSP also plans to apply for new funding recently released by the CDC for PrEP activities. This delegated authority will allow DPH to more rapidly develop expanded media messaging if grant applications are successful. Given that this would be a community-based program with new marketing campaigns and website development, there is a strong possibility that there may be a need to expand and/or enhance services based on community discussions, grant requirements and/or County or program need. Therefore, it may be necessary to increase funds to the agency to support additional staff or operating expenses that are currently unforeseen.

### **Implementation of Strategic Plan Goals**

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The total maximum obligation for HIV and STD social marketing prevention services shall not exceed \$4,000,000 for the period effective July 1, 2015 through June 30, 2020, including the two optional one (1)-year extension terms effective July 1, 2018 through June 30, 2020, contingent upon the availability of funding and contractor performance; 45 percent offset by a grant from the CDC and 55 percent offset by NCC.

Funding for this MAWO has been included in DPH's fiscal year (FY) 2015-16 Recommended Budget and will be included in future FYs, as necessary.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 9, 2013, your Board authorized the execution of 17 Master Agreements for the provision of media services in one or more of the following categories: designing and creating, mechanicals, social media, and outreach. Additionally your Board delegated authority to the Director of DPH, or his designee, to execute:

- 1) Additional Master Agreements with other firms that submit a Statement of Qualifications which meets all of the requirements outlined in the initial Request for Statement of Qualifications released on October 12, 2012; and
- 2) MAWOs for services performed under the Master Agreements with the following criteria for each MAWO: a) \$399,999 or less annually, DPH will notify your Board of the MAWO once approved by County Counsel; b) \$400,000 to \$699,999 annually, upon approval from County Counsel, DPH will provide two weeks advance written notice to your Board and, unless otherwise instructed, will execute the MAWO; and c) \$700,000 or more annually, DPH will return to your Board for approval.

On April 14, 2014, your Board was notified that DPH was exercising the above-referenced delegated authority to execute eight additional Master Agreements for the provision of media services in one or more of the four media service categories.

DPH is returning to your Board for authorization to execute the HIV and STD Social Marketing Prevention Services MAWO since this recommended action exceeds DPH's current delegated authority to execute MAWOs that are less than \$700,000 annually.

As required under Board Policy 5.120, your Board was notified on April 27, 2015 of DPH's request to increase or decrease funding up to 35 percent above or below the annual base maximum obligation.

County Counsel has reviewed and approved Exhibit I as to form.

### **CONTRACTING PROCESS**

On October 24, 2014, DPH issued a Media Services WOS for the HIV and STD Social Marketing Prevention Services (MEDIA-WOS-4) to the 13 DPH Master Agreement Contractors qualified to provide media services in all four of the media service categories: designing and creating, mechanicals, social media, and outreach.

On November 21, 2014, DPH issued WOS Addendum Number 1 which extended the Proposal due date and allowed DPH additional time to research and develop responses to Proposer's written questions received by the November 7, 2014 deadline. On December 5, 2014, DPH issued WOS Addendum Number 2 which included the Proposer's questions and responses and also amended the WOS to clarify specific sections. There were no requests received for a Solicitation Requirements Review.

By the due date of December 23, 2014, DPH received two proposals. No proposals were received late or disqualified. The proposals were reviewed by an Evaluation Committee that consisted of subject matter experts. Proposals were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009.

As a result of the evaluation process, DPH is recommending a MAWO award to CBS, Inc. The recommended proposer met all the requirements, was found to be responsible and responsive, and had the highest scored proposal.

A debriefing was requested by the non-selected proposer. Subsequent to the debriefing, the non-selected proposer submitted a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). However, no Transmittal to Request a PCSR was received.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

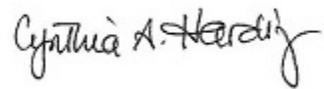
Approval of the recommended actions will allow DPH to implement effective media campaigns promoting HIV and STD prevention to high risk communities in Los Angeles County.

The Honorable Board of Supervisors

5/12/2015

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Respectfully submitted,

A handwritten signature in black ink that reads "Cynthia A. Harding". The signature is written in a cursive style with a large, looped initial "C".

Cynthia A. Harding, M.P.H.

Interim Director

CAH:st

BL#03018

Enclosures

c: Interim Chief Executive Officer  
County Counsel  
Acting Executive Officer, Board of Supervisors

COUNTY OF LOS ANGELES / DEPARTMENT OF PUBLIC HEALTH

MASTER AGREEMENT WORK ORDER

FOR

MEDIA SERVICES – HIV AND STD SOCIAL MARKETING PREVENTION SERVICES

CBS, INC.

This Master Agreement Work Order and Attachments made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between the County of Los Angeles, Department of Public Health, hereinafter referred to as County and CBS, Inc., hereinafter referred to as CONTRACTOR. CONTRACTOR is located at 5670 Wilshire Boulevard, Los Angeles, California 90036.

RECITALS

WHEREAS, on April 9, 2013 the County of Los Angeles and CBS, Inc., entered into Master Agreement Number PH-002446 to provide media services in all media categories for the Department of Public Health; and

WHEREAS, on February 12, 2014, County and CONTRACTOR entered into Amendment Number 1 to Master Agreement Number PH-002446 to add Exhibit I, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 and to revise, amend, and/or delete and replace specific provisions as outlined in Amendment Number 1 to Master Agreement Number PH-002446.

WHEREAS, CONTRACTOR submitted a response to Work Order Solicitation No. MEDIA-WOS-4 released by the County on October 24, 2014 to provide all media categories; and

WHEREAS, CONTRACTOR is willing and able to provide the services described herein, in consideration of the payments under this MAWO and under the terms and conditions herein set forth; and

WHEREAS, all terms of the Master Agreement PH-002446 shall remain in full force and effect; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Attachments A, B (B-1, B-2, and B-3), C (C-1, C-2, and C-3), D, E, F, and G are attached to and form a part of this Master Agreement Work Order (MAWO). In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement, MAWO, and then to the Attachments according to the following priority.

### **Standard Attachments:**

- 1.1 Attachment A – Statement of Work
- 1.2 Attachment B – Scope(s) of Work - Goals and Objectives
- 1.3 Attachment C – Budget(s)
- 1.3 Attachment D – Forms Required for Each Work Order Before Work Begins

Exhibit D1: Certification of Employee Status

Exhibit D2: Certification of No Conflict of Interest

Exhibit D3: Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit D4: Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit D5: Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement

1.4 Attachment E – Charitable Contributions Certification

**Unique Attachments:**

1.5 Attachment F – Forms Required at Completion of Each Work Order Involving Intellectual Property That is Developed/Designed by Contractor

Exhibit F1: Individual's Assignment and Transfer of Copyright

Exhibit F2: Contractor's Assignment and Transfer of Copyright

Exhibit F3: Notary Statement for Assignment and Transfer of Copyright (As Applicable)

1.6 Attachment G - Contractor's Obligation As Other Than Business Associate Under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

**2.0 WORK**

2.1 Pursuant to the provisions of this work order, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work and Attachment B, Scope of Work – Goals and Objectives, and shall constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this work order.

**3.0 TERM OF MASTER AGREEMENT WORK ORDER**

The term of this MAWO shall be effective July 1, 2015 and continue in full force and effect through June 30, 2018 unless sooner terminated or extended, in whole or in part, as provided in this MAWO.

**4.0 CONTRACT RATES**

CONTRACTOR shall provide media services at the specified rates in Attachment C, Budget. CONTRACTOR shall not add or replace services or personnel without the prior written permission of the County Project Director or his designee.

## **5.0 CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY**

In order for County to maintain flexibility with regards to budget and expenditure reductions, CONTRACTOR agrees that Director may cancel this MAWO, without cause, upon the giving of ten (10) calendar days written notice to CONTRACTOR. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this MAWO via written Amendment. To implement such, an Amendment to the MAWO shall be prepared by Director and executed by the CONTRACTOR and by the Director pursuant to Master Agreement, Paragraph 8.0, Standard Terms and Conditions, sub-paragraph 8.1.5.

## **6.0 FUNDING SOURCE**

Provision of services under this MAWO for HIV AND STD Social Marketing Prevention Services are 100 percent offset by Centers for Disease Control and Prevention (CDC) and net County cost.

## **7.0 MAXIMUM TOTAL COST AND PAYMENT**

- 7.1 Effective July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand (\$800,000), as set forth in Attachment C-1, attached hereto and incorporated herein by reference.
- 7.2 Effective July 1, 2016 through June 30, 2017, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand (\$800,000), as set forth in Attachment C-2, attached hereto and incorporated herein by reference.
- 7.3 Effective July 1, 2017 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Eight Hundred Thousand (\$800,000), as set forth in Attachment C-3, attached hereto and incorporated herein by reference.
- 7.4 County agrees to compensate CONTRACTOR in accordance with the payment structure set forth in Attachment C, Budget attached hereto and incorporated herein by reference.
- 7.5 CONTRACTOR shall satisfactorily perform and complete all required Services in accordance with Attachment A, Statement of Work and Attachment B, Scope of Work - Goals and Objectives, notwithstanding the fact that total payment from County shall not exceed the Total Maximum

Amount. Performance of services as used in this Paragraph includes time spent performing any of the service activities designated in the Attachment(s) including, but not limited to, any time spent on the preparation for such activities.

- 7.6 All invoices submitted by CONTRACTOR for payment must be submitted for approval to the County Project Manager, or her designee; no later than thirty (30) calendar days after month end.
- 7.7 Upon expiration or prior termination of this MAWO, CONTRACTOR shall submit to County Project Manager, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. CONTRACTOR's failure to submit any outstanding and/or final invoices to the County Project Manager within the specified period described above shall constitute CONTRACTOR's waiver to receive payment for any outstanding and/or final invoices.
- 7.8 The Director of DPH, or his designee, may execute amendments to the MAWO that extend the term for two (2) additional one (1)-year terms through June 30, 2020, at an annual maximum obligation not to exceed \$800,000, contingent upon the availability of funding and contractor performance; and/or provide an increase or decrease in funding up to 35 percent above or below each term's annual base maximum obligation, effective upon amendment execution or the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to the Board and the Chief Executive Office (CEO). All amendments shall be prepared by the Director of DPH, or his designee, executed by the Contractor and Director or his designee as authorized by the Board, and incorporated into and become part of this MAWO.
- 7.9 The Director of DPH, or his designee, may execute change notices to the MAWO that a) permit modifications to or within budget categories within each Budget, as reflected in Attachment C, up to an adjustment between all budget categories equal to 20 percent of each term's annual base maximum obligation, and corresponding adjustments of the Scope of Work, as reflected in Attachment B, tasks and activities; b) allow for changes to hours of operation and/or service locations and c) correct errors in the MAWO's term and conditions. A written Change Notice shall be signed by the Director, or his designee, and Contractor, as authorized by the Board, and incorporated into and become part of this MAWO.

## **8.0 CONFLICT OF INTEREST**

8.1 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO, further described in Master Agreement, Paragraph 8.9 Conflict of Interest. Each of CONTRACTOR's staff assigned to this Work Order shall sign Exhibit E2, Certification of No Conflict of Interest form.

8.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this MAWO. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all personal implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of the Master Agreement.

**9.0 MANDATORY COMPLETION DATE**

CONTRACTOR shall provide all deliverables no later than the Completion Date identified in the Scope of Work - Goals and Objectives, Attachment B. The CONTRACTOR shall ensure all Services have been performed by such date.

**10.0 SERVICES**

In accordance with Master Agreement Subparagraph 3.3, CONTRACTOR may not be paid for any task, deliverable, service, or other work that is not specified in this MAWO, and/or that utilizes personnel not specified in this MAWO, and/or that exceeds the Total Maximum Amount of this MAWO, and/or that goes beyond the expiration date of this MAWO.

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Master Agreement Number: PH-002446

Work Order Number: PH-002446-W1

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS MAWO. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT. REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

COUNTY OF LOS ANGELES

APPROVED AS TO FORM:  
BY THE OFFICE OF THE COUNTY  
COUNSEL

By: \_\_\_\_\_  
Cynthia A. Harding, M.P.H.  
Chief Deputy Director

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_  
CBS, INC.

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By: \_\_\_\_\_  
Patricia Gibson, Chief  
Contracts and Grants Division

**ATTACHMENT A**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

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STATEMENT OF WORK**

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**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

**1.0 OVERVIEW OF PROJECT SERVICES REQUIRED**

1.1 The purpose of this project is to deliver HIV and STD Social Marketing Media to persons at-risk for HIV or STD infection. The goal is to reduce new HIV and STD infections by raising awareness of HIV and STD prevention methods, including the use and availability of condoms.

1.2 Services include, but are not limited to:

- media design and creative for public health or educational purposes that target men who have sex with men (MSM), young women of color, and youth;
- partnership marketing that results in a mid-term or long-term marketing program for local government organizations or educational entities designed for public health, educational, or social issues that results in increased brand awareness, product distribution, client acquisition, and program funding;
- casting of creative talent which could include community spokespeople, celebrities, and key community influencers to leverage on PSAs, events, etc.;
- conducting event planning and coordination which includes but is not limited to the following: budgeting, establishing dates and alternate dates, selecting and reserving the event site, acquiring permits (permits, licenses, etc.), coordinating transportation and parking, developing a theme or motif for the event, arranging for speakers and alternate speakers, coordinating location support (such as electricity and other utilities), and arranging decor, event support and security, catering, emergency plans, aid stations, and cleanup;
- arranging for and conducting photo shoots on public health, educational, or social issues for websites, outreach, events, etc.;
- printing of campaign promotional materials (e.g. Palm cards, t-shirts);
- buying, securing, and placing public health or educational media which includes, but is not limited to, each of the following mediums: all outdoor media (e.g. billboards, bus exteriors/benches), radio, television, cable television, transit exteriors and interiors, print

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HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
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media (e.g. newspaper or magazine print ads), digital (e.g. Internet, mobile);

- implementing public health or educational grass roots marketing campaigns;
- organizing and conducting focus groups as well as analyzing focus group results for public health or educational purposes;
- conducting HIV/AIDS marketing research and implementing, advising or coordinating any aspect of media services for the development of public health awareness or educational campaigns;
- planning and implementation of a social marketing campaign, sub-campaigns as part of a the larger campaign (i.e. Halloween, Valentine's Day), a social media campaign (e.g., Facebook, Instagram, Flickr, Twitter, You Tube), and public relations efforts;
- developing and maintaining coalitions and/or community partner programs (e.g. a Community Advisory Board, community task force for a public health issue);
- working with communities of color, MSM, youth, Lesbian, Gay, Bisexual and Transgender communities, faith-based organizations, local businesses and other grassroots organizations in African American or Latino communities to develop targeted media campaign plans;
- daily routine maintenance and updating of DHSP's external websites; and
- overseeing countywide condom acquisition and distribution campaign.

## **2.0 PROJECT TERM**

- 2.1 The term of the HIV and STD Social Marketing Prevention Services project shall commence upon County Board of Supervisors approval through July 1, 2015, with a potential two (2) one (1)-year extensions available, unless sooner terminated or extended, in whole or in part, as provided in the MAWO.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

**3.0 COMPENSATION**

- 3.1 County agrees to compensate Contractor on a cost reimbursement basis as described in the Master Agreement, Paragraph 5.4, INVOICES AND PAYMENTS.
- 3.2 Contractor shall provide the personnel in the specified job classifications at the specified rates submitted in response to WOS. Contractor shall not add or replace specified personnel without the prior written permission of the County Project Director or his designee.

**4.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 4.1 Method of monitoring to ensure that Contract requirements are being met;
- 4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

**5.0 QUALITY ASSURANCE PLAN**

- 5.1 The County will evaluate the Contractor's performance under this MAWO using the quality assurance procedures as defined in the Master Agreement, Paragraph 8.14, COUNTY'S QUALITY ASSURANCE PLAN.
- 5.2 The County will evaluate Contractor's personnel performance under the resultant MAWO using the measures defined in Appendix B, Attachment II, Scope of Work - Goals and Objectives.

**6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

The County will administer the Contract according to Paragraph 6.0, ADMINISTRATION OF MASTER AGREEMENT - COUNTY.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

**6.1 Personnel**

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

**CONTRACTOR**

The Contractor will administer the Contract according to Master Agreement, Paragraph 7.0, ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR.

**6.2 Project Manager**

- 6.2.1 Contractor shall provide a full-time Project Manager. Contractor shall provide a telephone number where the Project Manager may be reached on a day basis.
- 6.2.2 Project Manager shall act as a central point of contact with the County.
- 6.2.3 Project Manager shall have five (5) years' experience in the last seven (7) years purchasing media and overseeing the design and creative process for public health or educational purposes for organization of similar size or type.
- 6.2.4 Project Manager shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager shall be able to effectively communicate, in English, both orally and in writing.

**6.3 Personnel**

- 6.3.1 Contractor shall assign a sufficient number of employees to perform the required work.
- 6.3.2 Pursuant to Master Agreement, Paragraph 7.5, BACKGROUND

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HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
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AND SECURITY INVESTIGATIONS, Contractor shall ensure that staff performing services under this MAWO, who is in a designated sensitive position, shall undergo and pass a background and security investigation to the satisfaction of the County prior to hire and as a condition of continuing to perform services under this work order.

**6.4 Materials and Equipment**

6.4.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

**6.5 Contractor's Office**

6.5.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within 48 hours of receipt of the call.

**7.0 SPECIFIC DESCRIPTION OF MEDIA SERVICES**

7.1 In order for the Division of HIV and STD Programs (DHSP) to meet project objectives and maintain a successful HIV and STD Social Marketing Prevention Services program, Contractor must meet all the minimum mandatory requirements as a condition of beginning and continuing work throughout the Project term.

7.2 Please refer to Attachment B, Scope of Work – Goals and Objectives for detailed information on the projected goals, objectives, activities, timeline, etc.

**ATTACHMENT B-1**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

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**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

**SERVICE TERM:** July 1, 2015 to June 30, 2016

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
1	Coordination of Campaign	<p>Work to coordinate all aspects of the Scope of Work.</p> <p>Develop integrated marketing plan generating awareness of HIV, gonorrhea and chlamydia, and drive requests for HIV/STD prevention and care information and home testing kits using existing websites: LAcondom.com, EraseDoubt.org, Don't Think Know, Really Check Yourself, POZForward.org, and BetterToKnow.me.</p> <p>Provide marketing plan to DHSP.</p> <p>Coordinate implementation of the marketing plans.</p> <p>Negotiate media buys and production with all vendors.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Managing all parts of a comprehensive campaign</li> <li>• Staffing special events</li> <li>• Coordinating creative and media buys</li> <li>• Managing public relations and social media</li> <li>• Managing websites</li> <li>• Managing partnerships</li> <li>• Conducting grassroots activities</li> <li>• Conducting mobile marketing</li> </ul>	<ul style="list-style-type: none"> <li>• Final marketing plan detailing coordination of campaign provided 60 days after execution of MAWO</li> </ul>
2	Creative Development	<p>Development of creative for three (3) campaigns.</p> <p>Design creative concepts for each element.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Nine (3 per campaign) creative concepts and/or drafts to DHSP for approval for: <ul style="list-style-type: none"> <li>○ All media elements (outdoor, posters, etc.)</li> <li>○ Web banners</li> <li>○ Printed pieces</li> <li>○ Promotional merchandise</li> </ul> </li> <li>• Final approved version to DHSP in layered and JPEG formats</li> </ul>	<ul style="list-style-type: none"> <li>• Three campaigns are developed by end of service term from the nine approved creative concepts</li> <li>• Final approved versions provided in requested formats by end of service term</li> </ul>
3	Media	<p>Develop a comprehensive media strategy, timeline and budget for DHSP approval.</p> <p>Develop a media plan for media partners and launch of a zip code-targeted multi-media campaign artwork integrating campaign messaging.</p> <p>Negotiate contracts with media partners and launch a zip code-targeted multi-media campaign artwork integrating campaign using, but not limited to:</p> <ul style="list-style-type: none"> <li>• Facebook</li> <li>• Outdoor media</li> <li>• Bars and/or gyms</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Comprehensive media strategy, timeline, and budget for DHSP approval including, <ul style="list-style-type: none"> <li>○ Recommendation of creative to use per medium</li> </ul> </li> <li>• Develop targeted media placement plan.</li> <li>• Submit draft media placement plan to DHSP for approval</li> <li>• Develop a Post-campaign report due upon request of DHSP, but no later than January 31, 2016 that provides a comprehensive summary of: <ul style="list-style-type: none"> <li>○ Impressions/Daily Effective Reach/Total Market Value</li> <li>○ Photographs of each medium</li> </ul> </li> <li>• Recommendation of creative to use per medium</li> <li>• Monthly placement report summarizing: <ul style="list-style-type: none"> <li>○ Impressions/Reach</li> <li>○ Photographs of each medium</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• DHSP approved media strategy, timeline, and budget</li> <li>• DHSP approved media placement plan</li> <li>• Post-media campaign report submitted no later than 30 days past the end of the service term</li> <li>• Placement summary report submitted on a monthly bases</li> </ul>

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TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		<ul style="list-style-type: none"> <li>Radio</li> <li>Digital</li> <li>Print</li> <li>Mobile</li> <li>Gas Pumps</li> </ul>	<ul style="list-style-type: none"> <li>Post-campaign report due by January 31, 2016 providing comprehensive summary of:               <ul style="list-style-type: none"> <li>Impressions/Reach</li> <li>Photographs of each medium</li> </ul> </li> </ul>	
4	PSA Video/Audio Development	<p>Write and produce audio and video PSAs to highlight campaign messaging via:</p> <ul style="list-style-type: none"> <li>Local radio</li> <li>Social media outlets (e.g., Facebook, Twitter, YouTube)</li> <li>LACondom.com</li> <li>EraseDoubt.org</li> <li>BorraLaDuda.org</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>Scripts for video and audio PSA submitted to DHSP for approval prior to production</li> <li>Monthly summary report including:               <ul style="list-style-type: none"> <li>PSA activities</li> <li>Spokespeople: who was secured, messaging strategy, etc.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Submitted digital copy of final 40 video and audio PSAs 30 days after completion</li> <li>Submitted copy of approved final scripts</li> <li>Summary report submitted on a monthly bases</li> </ul>
5	PSA In-Kind Commitment	<p>Commit to running a minimum of 350 PSAs valued at over \$210,000 in media</p> <p>Write and produce all PSAs encouraging testing and driving traffic to LACondom.com and/or EraseDoubt.org</p> <p>Secure minimum of 1 community affairs radio interview with DHSP representative (e.g., on Open-Line with Scott Mason)</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>Scripts for PSA audio submitted to DHSP for approval prior to production</li> <li>Digital audio files of final PSAs</li> <li>Digital audio files of radio interview</li> <li>Monthly summary report including:               <ul style="list-style-type: none"> <li>Approved scripts</li> <li>Airing dates</li> <li>Airing frequency</li> <li>Valuation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Submitted final audio files of PSAs and radio interview 30 days after completion of each</li> <li>Summary report submitted on a monthly bases</li> </ul>
6	Printing and Production	<p>Manage print and production of all campaign-related promotional collateral to be distributed and used in grassroots marketing including but not limited to:</p> <ul style="list-style-type: none"> <li>T-shirts</li> <li>Printed pieces (brochures, cards, etc.)</li> <li>Stickers</li> <li>Event giveaways</li> <li>Signage</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>List of suggested quantities to DHSP for printing approval</li> <li>Production dates and timelines</li> <li>Proofs to DHSP for approval before production</li> <li>Final printing amount per item</li> <li>Samples of each piece of collateral</li> </ul>	<ul style="list-style-type: none"> <li>DHSP approved list of quantities</li> <li>Provided samples of collateral, amount of item per printing, and production dates and timelines no later than 10 months after execution of MAWO</li> </ul>
7	Public Relations	<p>Develop and execute a minimum of 6 Media/PR opportunities to secure non-paid target market media support</p> <p>Coordinate and execute media outreach initiatives including:</p> <ul style="list-style-type: none"> <li>Developing press materials</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>Minimum of 6 press events               <ul style="list-style-type: none"> <li>Suggested tent poles (condom contest &amp; phase I condom deliverables)</li> </ul> </li> <li>Media and PR strategy to DHSP for approval</li> <li>Copy of final press materials</li> <li>Event photos and/or b-roll to DHSP for approval prior to</li> </ul>	<ul style="list-style-type: none"> <li>Held minimum of 6 press events by end of service term</li> <li>DHSP approved media and PR strategy</li> <li>Submitted final press materials 7 days prior to media distribution for each event</li> </ul>

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TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		<p>including press releases, media alerts, mat columns</p> <ul style="list-style-type: none"> <li>• Pitching local media</li> <li>• Securing interviews in local media outlets</li> <li>• Developing photos or b-roll for media usage for each event</li> <li>• Monitor media activity on daily basis</li> </ul>	<p>media distribution</p> <ul style="list-style-type: none"> <li>• Summary of press events due to DHSP 30 days after event including: <ul style="list-style-type: none"> <li>○ Media hits</li> <li>○ Impression values</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Summary of press event including pictures, articles, b-roll, etc. submitted by requested time frame</li> </ul>
8	Social Media Outreach	<p>Develop strategy to reach DHSP target audience via social media outlets</p> <p>Maintain/Update existing social media profiles Facebook, Twitter and YouTube with relevant content</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Monthly postings of relevant and/or current content including but not limited to: <ul style="list-style-type: none"> <li>○ Photographs</li> <li>○ Articles</li> <li>○ Videos</li> <li>○ Links</li> </ul> </li> <li>• Monthly summary report including: <ul style="list-style-type: none"> <li>○ Social media outreach activities</li> <li>○ Social media profile results</li> <li>○ Facebook media buy results</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Summary report of content, outreach numbers, media buy results, etc. submitted on a monthly basis</li> </ul>
9	Websites	<p>House and maintain existing websites: EraseDoubt.org, LACondom.com, DontThinKnow.org, POZForward.org, ReallyCheckYourself.org, BetterToKnow.me and BorraLaDuda.org and update content on monthly basis including but not limited to:</p> <ul style="list-style-type: none"> <li>• Relevant articles</li> <li>• Relevant videos</li> <li>• Photographs</li> <li>• Banners</li> <li>• Events and key dates</li> <li>• Current marketing initiatives</li> <li>• Update 'About Us' section</li> <li>• Updated content as specified by DHSP</li> </ul>	<p>Monthly report of website activity including:</p> <ul style="list-style-type: none"> <li>• Traffic summary</li> <li>• Summary of content added / changed</li> <li>• Calendar updates</li> <li>• Screen shots / documentation</li> <li>• Wireframe community outreach section for contesting and program updates for condom outreach</li> <li>• Maintain brand integrity with wire framed content</li> <li>• Mirror work done on English site to the Spanish site</li> </ul>	<ul style="list-style-type: none"> <li>• Summary report of website activity provided on monthly basis</li> </ul>
10	HIV/STD Resource Website	<p>Provide detailed HIV/STD resource information including at minimum:</p> <ul style="list-style-type: none"> <li>• Provider location</li> <li>• Hours of operation</li> <li>• List of services rendered</li> <li>• Map</li> </ul> <p>Provide database management</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Provide updates and changes to design</li> <li>• Proposed timing of various phases of site development</li> <li>• Purchase URL(s) if applicable</li> <li>• Translate and build out Spanish version of site</li> <li>• Monthly summary report including: <ul style="list-style-type: none"> <li>○ Traffic summary</li> <li>○ Summary of content added / changed</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly report of website activity provided</li> </ul>

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		Manage content updating and website maintenance activities	<ul style="list-style-type: none"> <li>o Screen shots</li> </ul>	
11	Partnership Marketing	Prospect and secure corporate partnerships to expand market reach and help increase HIV/STD testing, treatment, and care via: <ul style="list-style-type: none"> <li>• Retail locations</li> <li>• Partner email blasts</li> <li>• Partner websites</li> <li>• Existing events</li> </ul>	Deliverables to include: <ul style="list-style-type: none"> <li>• List summarizing prospective partners and partnership details</li> <li>• Minimum of 5 approved partnerships to DHSP for activation approval</li> <li>• Monthly report including:                             <ul style="list-style-type: none"> <li>o Summary of partners</li> <li>o Partnership integration</li> <li>o Photographs</li> <li>o Screen shots</li> <li>o Value-adds if applicable</li> </ul> </li> <li>• Annual summary report of all partners due January 2016</li> </ul>	<ul style="list-style-type: none"> <li>• Listing of prospective partners and partnership details</li> <li>• Minimum of 5 partnerships acquired by end of service term</li> <li>• Monthly report provided</li> <li>• Annual Summary report of partners submitted no later than 30 days past service term</li> </ul>
12	Grassroots Marketing	Generate awareness of HIVSTD/ testing, treatment and care among target audience by engaging and interacting with them at LA County-specific events including: <ul style="list-style-type: none"> <li>• High-profile events</li> <li>• Community-based events</li> <li>• High-traffic destinations</li> </ul> Train street teams on brand messaging.  Coordinate street team appearances and distribute marketing collateral  Hold meeting with affinity groups and community members, including but not limited to: Lesbian, Gay, Bisexual, Transgender communities, faith-based organizations, local businesses, and other organizations in African American and/or Latino communities to target ad concepts and distribution.	Deliverables to include: <ul style="list-style-type: none"> <li>• Target list of a minimum of:                             <ul style="list-style-type: none"> <li>o 5 high-profile events</li> <li>o 5 community-based events</li> <li>o 10 high-traffic destinations</li> </ul> </li> <li>• Street team training</li> <li>• Calendar of approved appearances submitted monthly</li> <li>• Work with DPH to secure on-site testing opportunities, when applicable</li> <li>• Documentation of a minimum of 3 meetings with affinity and/or community member groups.</li> <li>• Event recaps including at minimum:                             <ul style="list-style-type: none"> <li>o Approximate number of attendees</li> <li>o Demographic breakdown</li> <li>o Promotional materials</li> <li>o Collateral distribution</li> <li>o Event photographs</li> </ul> </li> <li>• Contractor shall maintain on file and provide an electronic copy of any reports and provide DHSP Program Manager with a proposed timeline for meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Attended, at a minimum, 5 high-profile events, 5 community-based events, 10 high-traffic destinations, and 3 affinity and/or community member group meetings (check for documentation)</li> <li>• DHSP approved calendar of appearances</li> <li>• Provide event recap reports of event 30 days after each event</li> <li>• Submitted documentation of street team training after each training session which should include training materials and any feedback</li> <li>• Contractor shall maintain on file copies of applicable reports and provide DHSP Program Manager with a final copy of the DHSP approved timeline for meetings</li> </ul>
13	Mobile Marketing	Mobile marketing vehicle (such as a motorhome) that can serve as a large mobile billboard featuring the current campaign highlighting Spanish and English messaging. Drive vehicle around and park in targeted zip codes on weekly basis at grassroots marketing events and/or testing locations to encourage HIV/STD prevention, testing,	Deliverables to include: <ul style="list-style-type: none"> <li>• List of zip codes to target for weekly drives to DHSP for approval</li> <li>• Minimum of 75 vehicle appearances</li> <li>• Photographs of wrapped vehicle parked and specific locations and at events</li> <li>• Detailed monthly report of vehicle tours including:                             <ul style="list-style-type: none"> <li>o Zip codes driven through</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly report of vehicle tours</li> </ul>

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		treatment, and care. Distribute promotional items and/or printed collateral where appropriate.	<ul style="list-style-type: none"> <li>o Dates and times of drive-thrus</li> <li>o Photographs</li> <li>o Number of collateral distributed</li> <li>o Target audience</li> </ul>	
14	Condom Distribution	<p>Manage and revise, as needed, strategy to promote the location of free condoms and the use of condoms in LA County.</p> <p>Purchase condoms and manage condom distribution and packaging plan throughout LA County utilizing existing vendor, ONE Condoms.</p> <p>Utilize LACondom.com to promote and distribute condoms.</p> <p>Maintenance of the Condom Distribution Program</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Develop campaign strategy, timing and budget breakdown</li> <li>• Submit distribution and fulfillment strategy</li> <li>• Purchase of condoms (subject to change) <ul style="list-style-type: none"> <li>o Up to 3 Million licensed condoms</li> <li>o A shipping strategy for the condoms to distribution sites</li> </ul> </li> <li>• Work on partnerships with at least 20 new businesses to distribute free condoms to residents</li> <li>• Maintain partnerships with existing businesses (approximately 400) distributing condoms</li> <li>• Work with select condom vendors to manage execution logistics and deliverables on a per project basis</li> <li>• Update and maintain LACondom.com database</li> </ul>	<ul style="list-style-type: none"> <li>• Campaign strategy, timing and budget breakdown for condom purchase and distribution provided by end of service term</li> <li>• Maintain documentation, such as a log of engagement with at least 20 new businesses and existing businesses on condom distribution by end of service term</li> </ul>
15	Invoicing	Submit monthly invoices and recap of marketing activities	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Monthly invoice with recap of marketing activity, processed invoices, and value delivered to DHSP – one hard copy, one digital copy</li> <li>• Final summary report of all invoices to be included in the Campaign Wrap Up Report – one hard copy, one digital copy</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly invoice submitted with requested information by the 15<sup>th</sup> of the following month</li> <li>• Final summary report of all invoices in request format provided no later than 30 days past the service term</li> </ul>
16	Campaign Wrap-Up Report	<p>Develop a comprehensive Campaign Wrap-Up Report of program initiatives including but not limited to:</p> <ul style="list-style-type: none"> <li>• Website(s) click through report</li> <li>• PR/Publicity</li> <li>• Grassroots Marketing/Events</li> <li>• Partnership Marketing</li> <li>• Mobile Marketing</li> <li>• Media</li> <li>• HIV Campaign summary report</li> <li>• STD Campaign summary report</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• One hard copy of program binder</li> <li>• One digital copy of program binder</li> </ul>	<ul style="list-style-type: none"> <li>• Campaign wrap-up report in requested format provided no later than 30 days past the service term</li> </ul>

**ATTACHMENT B-2**

**COUNTY OF LOS ANGELES  
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1	Coordination of Campaign	<p>Work to coordinate all aspects of the Scope of Work.</p> <p>Develop integrated marketing plan generating awareness of HIV, gonorrhea and chlamydia, and drive requests for HIV/STD prevention and care information and home testing kits using existing websites: LAcondom.com, EraseDoubt.org, Don't Think Know, Really Check Yourself, POZForward.org, and BetterToKnow.me.</p> <p>Provide marketing plan to DHSP.</p> <p>Coordinate implementation of the marketing plans.</p> <p>Negotiate media buys and production with all vendors.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Managing all parts of a comprehensive campaign</li> <li>• Staffing special events</li> <li>• Coordinating creative and media buys</li> <li>• Managing public relations and social media</li> <li>• Managing websites</li> <li>• Managing partnerships</li> <li>• Conducting grassroots activities</li> <li>• Conducting mobile marketing</li> </ul>	<ul style="list-style-type: none"> <li>• Final marketing plan detailing coordination of campaign provided 60 days after execution of MAWO</li> </ul>
2	Creative Development	<p>Development of creative for three (3) campaigns.</p> <p>Design creative concepts for each element.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Nine (3 per campaign) creative concepts and/or drafts to DHSP for approval for: <ul style="list-style-type: none"> <li>○ All media elements (outdoor, posters, etc.)</li> <li>○ Web banners</li> <li>○ Printed pieces</li> <li>○ Promotional merchandise</li> </ul> </li> <li>• Final approved version to DHSP in layered and JPEG formats</li> </ul>	<ul style="list-style-type: none"> <li>• Three campaigns are developed by end of service term from the nine approved creative concepts</li> <li>• Final approved versions provided in requested formats by end of service term</li> </ul>
3	Media	<p>Develop a comprehensive media strategy, timeline and budget for DHSP approval.</p> <p>Develop a media plan for media partners and launch of a zip code-targeted multi-media campaign artwork integrating campaign messaging.</p> <p>Negotiate contracts with media partners and launch a zip code-targeted multi-media campaign artwork integrating campaign using, but not limited to:</p> <ul style="list-style-type: none"> <li>• Facebook</li> <li>• Outdoor media</li> <li>• Bars and/or gyms</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Comprehensive media strategy, timeline, and budget for DHSP approval including, <ul style="list-style-type: none"> <li>○ Recommendation of creative to use per medium</li> </ul> </li> <li>• Develop targeted media placement plan.</li> <li>• Submit draft media placement plan to DHSP for approval</li> <li>• Develop a Post-campaign report due upon request of DHSP, but no later than January 31, 2016 that provides a comprehensive summary of: <ul style="list-style-type: none"> <li>○ Impressions/Daily Effective Reach/Total Market Value</li> <li>○ Photographs of each medium</li> </ul> </li> <li>• Recommendation of creative to use per medium</li> <li>• Monthly placement report summarizing: <ul style="list-style-type: none"> <li>○ Impressions/Reach</li> <li>○ Photographs of each medium</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• DHSP approved media strategy, timeline, and budget</li> <li>• DHSP approved media placement plan</li> <li>• Post-media campaign report submitted no later than 30 days past the end of the service term</li> <li>• Placement summary report submitted on a monthly bases</li> </ul>

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		<ul style="list-style-type: none"> <li>• Radio</li> <li>• Digital</li> <li>• Print</li> <li>• Mobile</li> <li>• Gas Pumps</li> </ul>	<ul style="list-style-type: none"> <li>• Post-campaign report due by January 31, 2016 providing comprehensive summary of:               <ul style="list-style-type: none"> <li>○ Impressions/Reach</li> <li>○ Photographs of each medium</li> </ul> </li> </ul>	
4	PSA Video/Audio Development	<p>Write and produce audio and video PSAs to highlight campaign messaging via:</p> <ul style="list-style-type: none"> <li>• Local radio</li> <li>• Social media outlets (e.g., Facebook, Twitter, YouTube)</li> <li>• LACondom.com</li> <li>• EraseDoubt.org</li> <li>• BorraLaDuda.org</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Scripts for video and audio PSA submitted to DHSP for approval prior to production</li> <li>• Monthly summary report including:               <ul style="list-style-type: none"> <li>○ PSA activities</li> <li>○ Spokespeople: who was secured, messaging strategy, etc.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Submitted digital copy of final 40 video and audio PSAs 30 days after completion</li> <li>• Submitted copy of approved final scripts</li> <li>• Summary report submitted on a monthly bases</li> </ul>
5	PSA In-Kind Commitment	<p>Commit to running a minimum of 350 PSAs valued at over \$210,000 in media</p> <p>Write and produce all PSAs encouraging testing and driving traffic to LACondom.com and/or EraseDoubt.org</p> <p>Secure minimum of 1 community affairs radio interview with DHSP representative (e.g., on Open-Line with Scott Mason)</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Scripts for PSA audio submitted to DHSP for approval prior to production</li> <li>• Digital audio files of final PSAs</li> <li>• Digital audio files of radio interview</li> <li>• Monthly summary report including:               <ul style="list-style-type: none"> <li>○ Approved scripts</li> <li>○ Airing dates</li> <li>○ Airing frequency</li> <li>○ Valuation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Submitted final audio files of PSAs and radio interview 30 days after completion of each</li> <li>• Summary report submitted on a monthly bases</li> </ul>
6	Printing and Production	<p>Manage print and production of all campaign-related promotional collateral to be distributed and used in grassroots marketing including but not limited to:</p> <ul style="list-style-type: none"> <li>• T-shirts</li> <li>• Printed pieces (brochures, cards, etc.)</li> <li>• Stickers</li> <li>• Event giveaways</li> <li>• Signage</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• List of suggested quantities to DHSP for printing approval</li> <li>• Production dates and timelines</li> <li>• Proofs to DHSP for approval before production</li> <li>• Final printing amount per item</li> <li>• Samples of each piece of collateral</li> </ul>	<ul style="list-style-type: none"> <li>• DHSP approved list of quantities</li> <li>• Provided samples of collateral, amount of item per printing, and production dates and timelines no later than 10 months after execution of MAWO</li> </ul>
7	Public Relations	<p>Develop and execute a minimum of 6 Media/PR opportunities to secure non-paid target market media support</p> <p>Coordinate and execute media outreach initiatives including:</p> <ul style="list-style-type: none"> <li>• Developing press materials</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Minimum of 6 press events               <ul style="list-style-type: none"> <li>○ Suggested tent poles (condom contest &amp; phase I condom deliverables)</li> </ul> </li> <li>• Media and PR strategy to DHSP for approval</li> <li>• Copy of final press materials</li> <li>• Event photos and/or b-roll to DHSP for approval prior to</li> </ul>	<ul style="list-style-type: none"> <li>• Held minimum of 6 press events by end of service term</li> <li>• DHSP approved media and PR strategy</li> <li>• Submitted final press materials 7 days prior to media distribution for each event</li> </ul>

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MAWO NUMBER PH-002446-W1**

**SERVICE TERM:** July 1, 2016 to June 30, 2017

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		<p>including press releases, media alerts, mat columns</p> <ul style="list-style-type: none"> <li>• Pitching local media</li> <li>• Securing interviews in local media outlets</li> <li>• Developing photos or b-roll for media usage for each event</li> <li>• Monitor media activity on daily basis</li> </ul>	<p>media distribution</p> <ul style="list-style-type: none"> <li>• Summary of press events due to DHSP 30 days after event including: <ul style="list-style-type: none"> <li>○ Media hits</li> <li>○ Impression values</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Summary of press event including pictures, articles, b-roll, etc. submitted by requested time frame</li> </ul>
8	Social Media Outreach	<p>Develop strategy to reach DHSP target audience via social media outlets</p> <p>Maintain/Update existing social media profiles Facebook, Twitter and YouTube with relevant content</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Monthly postings of relevant and/or current content including but not limited to: <ul style="list-style-type: none"> <li>○ Photographs</li> <li>○ Articles</li> <li>○ Videos</li> <li>○ Links</li> </ul> </li> <li>• Monthly summary report including: <ul style="list-style-type: none"> <li>○ Social media outreach activities</li> <li>○ Social media profile results</li> <li>○ Facebook media buy results</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Summary report of content, outreach numbers, media buy results, etc. submitted on a monthly basis</li> </ul>
9	Websites	<p>House and maintain existing websites: EraseDoubt.org, LACondom.com, DontThinKnow.org, POZForward.org, ReallyCheckYourself.org, BetterToKnow.me and BorraLaDuda.org and update content on monthly basis including but not limited to:</p> <ul style="list-style-type: none"> <li>• Relevant articles</li> <li>• Relevant videos</li> <li>• Photographs</li> <li>• Banners</li> <li>• Events and key dates</li> <li>• Current marketing initiatives</li> <li>• Update 'About Us' section</li> <li>• Updated content as specified by DHSP</li> </ul>	<p>Monthly report of website activity including:</p> <ul style="list-style-type: none"> <li>• Traffic summary</li> <li>• Summary of content added / changed</li> <li>• Calendar updates</li> <li>• Screen shots / documentation</li> <li>• Wireframe community outreach section for contesting and program updates for condom outreach</li> <li>• Maintain brand integrity with wire framed content</li> <li>• Mirror work done on English site to the Spanish site</li> </ul>	<ul style="list-style-type: none"> <li>• Summary report of website activity provided on monthly basis</li> </ul>
10	HIV/STD Resource Website	<p>Provide detailed HIV/STD resource information including at minimum:</p> <ul style="list-style-type: none"> <li>• Provider location</li> <li>• Hours of operation</li> <li>• List of services rendered</li> <li>• Map</li> </ul> <p>Provide database management</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Provide updates and changes to design</li> <li>• Proposed timing of various phases of site development</li> <li>• Purchase URL(s) if applicable</li> <li>• Translate and build out Spanish version of site</li> <li>• Monthly summary report including: <ul style="list-style-type: none"> <li>○ Traffic summary</li> <li>○ Summary of content added / changed</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly report of website activity provided</li> </ul>

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TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		Manage content updating and website maintenance activities	<ul style="list-style-type: none"> <li>o Screen shots</li> </ul>	
11	Partnership Marketing	<p>Prospect and secure corporate partnerships to expand market reach and help increase HIV/STD testing, treatment, and care via:</p> <ul style="list-style-type: none"> <li>• Retail locations</li> <li>• Partner email blasts</li> <li>• Partner websites</li> <li>• Existing events</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• List summarizing prospective partners and partnership details</li> <li>• Minimum of 5 approved partnerships to DHSP for activation approval</li> <li>• Monthly report including: <ul style="list-style-type: none"> <li>o Summary of partners</li> <li>o Partnership integration</li> <li>o Photographs</li> <li>o Screen shots</li> <li>o Value-adds if applicable</li> </ul> </li> <li>• Annual summary report of all partners due January 2016</li> </ul>	<ul style="list-style-type: none"> <li>• Listing of prospective partners and partnership details</li> <li>• Minimum of 5 partnerships acquired by end of service term</li> <li>• Monthly report provided</li> <li>• Annual Summary report of partners submitted no later than 30 days past service term</li> </ul>
12	Grassroots Marketing	<p>Generate awareness of HIVSTD/ testing, treatment and care among target audience by engaging and interacting with them at LA County-specific events including:</p> <ul style="list-style-type: none"> <li>• High-profile events</li> <li>• Community-based events</li> <li>• High-traffic destinations</li> </ul> <p>Train street teams on brand messaging.</p> <p>Coordinate street team appearances and distribute marketing collateral</p> <p>Hold meeting with affinity groups and community members, including but not limited to: Lesbian, Gay, Bisexual, Transgender communities, faith-based organizations, local businesses, and other organizations in African American and/or Latino communities to target ad concepts and distribution.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Target list of a minimum of: <ul style="list-style-type: none"> <li>o 5 high-profile events</li> <li>o 5 community-based events</li> <li>o 10 high-traffic destinations</li> </ul> </li> <li>• Street team training</li> <li>• Calendar of approved appearances submitted monthly</li> <li>• Work with DPH to secure on-site testing opportunities, when applicable</li> <li>• Documentation of a minimum of 3 meetings with affinity and/or community member groups.</li> <li>• Event recaps including at minimum: <ul style="list-style-type: none"> <li>o Approximate number of attendees</li> <li>o Demographic breakdown</li> <li>o Promotional materials</li> <li>o Collateral distribution</li> <li>o Event photographs</li> </ul> </li> <li>• Contractor shall maintain on file and provide an electronic copy of any reports and provide DHSP Program Manager with a proposed timeline for meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Attended, at a minimum, 5 high-profile events, 5 community-based events, 10 high-traffic destinations, and 3 affinity and/or community member group meetings (check for documentation)</li> <li>• DHSP approved calendar of appearances</li> <li>• Provide event recap reports of event 30 days after each event</li> <li>• Submitted documentation of street team training after each training session which should include training materials and any feedback</li> <li>• Contractor shall maintain on file copies of applicable reports and provide DHSP Program Manager with a final copy of the DHSP approved timeline for meetings</li> </ul>
13	Mobile Marketing	<p>Mobile marketing vehicle (such as a motorhome) that can serve as a large mobile billboard featuring the current campaign highlighting Spanish and English messaging. Drive vehicle around and park in targeted zip codes on weekly basis at grassroots marketing events and/or testing locations to encourage HIV/STD prevention, testing,</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• List of zip codes to target for weekly drives to DHSP for approval</li> <li>• Minimum of 75 vehicle appearances</li> <li>• Photographs of wrapped vehicle parked and specific locations and at events</li> <li>• Detailed monthly report of vehicle tours including: <ul style="list-style-type: none"> <li>o Zip codes driven through</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly report of vehicle tours</li> </ul>

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TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		treatment, and care. Distribute promotional items and/or printed collateral where appropriate.	<ul style="list-style-type: none"> <li>○ Dates and times of drive-thrus</li> <li>○ Photographs</li> <li>○ Number of collateral distributed</li> <li>○ Target audience</li> </ul>	
14	Condom Distribution	<p>Manage and revise, as needed, strategy to promote the location of free condoms and the use of condoms in LA County.</p> <p>Purchase condoms and manage condom distribution and packaging plan throughout LA County utilizing existing vendor, ONE Condoms.</p> <p>Utilize LACondom.com to promote and distribute condoms.</p> <p>Maintenance of the Condom Distribution Program</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Develop campaign strategy, timing and budget breakdown</li> <li>• Submit distribution and fulfillment strategy</li> <li>• Purchase of condoms (subject to change) <ul style="list-style-type: none"> <li>○ Up to 3 Million licensed condoms</li> <li>○ A shipping strategy for the condoms to distribution sites</li> </ul> </li> <li>• Work on partnerships with at least 20 new businesses to distribute free condoms to residents</li> <li>• Maintain partnerships with existing businesses (approximately 400) distributing condoms</li> <li>• Work with select condom vendors to manage execution logistics and deliverables on a per project basis</li> <li>• Update and maintain LACondom.com database</li> </ul>	<ul style="list-style-type: none"> <li>• Campaign strategy, timing and budget breakdown for condom purchase and distribution provided by end of service term</li> <li>• Maintain documentation, such as a log of engagement with at least 20 new businesses and existing businesses on condom distribution by end of service term</li> </ul>
15	Invoicing	Submit monthly invoices and recap of marketing activities	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Monthly invoice with recap of marketing activity, processed invoices, and value delivered to DHSP – one hard copy, one digital copy</li> <li>• Final summary report of all invoices to be included in the Campaign Wrap Up Report – one hard copy, one digital copy</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly invoice submitted with requested information by the 15<sup>th</sup> of the following month</li> <li>• Final summary report of all invoices in request format provided no later than 30 days past the service term</li> </ul>
16	Campaign Wrap-Up Report	<p>Develop a comprehensive Campaign Wrap-Up Report of program initiatives including but not limited to:</p> <ul style="list-style-type: none"> <li>• Website(s) click through report</li> <li>• PR/Publicity</li> <li>• Grassroots Marketing/Events</li> <li>• Partnership Marketing</li> <li>• Mobile Marketing</li> <li>• Media</li> <li>• HIV Campaign summary report</li> <li>• STD Campaign summary report</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• One hard copy of program binder</li> <li>• One digital copy of program binder</li> </ul>	<ul style="list-style-type: none"> <li>• Campaign wrap-up report in requested format provided no later than 30 days past the service term</li> </ul>

**ATTACHMENT B-3**

**COUNTY OF LOS ANGELES  
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TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
1	Coordination of Campaign	<p>Work to coordinate all aspects of the Scope of Work.</p> <p>Develop integrated marketing plan generating awareness of HIV, gonorrhea and chlamydia, and drive requests for HIV/STD prevention and care information and home testing kits using existing websites: LAcondom.com, EraseDoubt.org, Don't Think Know, Really Check Yourself, POZForward.org, and BetterToKnow.me.</p> <p>Provide marketing plan to DHSP.</p> <p>Coordinate implementation of the marketing plans.</p> <p>Negotiate media buys and production with all vendors.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Managing all parts of a comprehensive campaign</li> <li>• Staffing special events</li> <li>• Coordinating creative and media buys</li> <li>• Managing public relations and social media</li> <li>• Managing websites</li> <li>• Managing partnerships</li> <li>• Conducting grassroots activities</li> <li>• Conducting mobile marketing</li> </ul>	<ul style="list-style-type: none"> <li>• Final marketing plan detailing coordination of campaign provided 60 days after execution of MAWO</li> </ul>
2	Creative Development	<p>Development of creative for three (3) campaigns.</p> <p>Design creative concepts for each element.</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Nine (3 per campaign) creative concepts and/or drafts to DHSP for approval for: <ul style="list-style-type: none"> <li>○ All media elements (outdoor, posters, etc.)</li> <li>○ Web banners</li> <li>○ Printed pieces</li> <li>○ Promotional merchandise</li> </ul> </li> <li>• Final approved version to DHSP in layered and JPEG formats</li> </ul>	<ul style="list-style-type: none"> <li>• Three campaigns are developed by end of service term from the nine approved creative concepts</li> <li>• Final approved versions provided in requested formats by end of service term</li> </ul>
3	Media	<p>Develop a comprehensive media strategy, timeline and budget for DHSP approval.</p> <p>Develop a media plan for media partners and launch of a zip code-targeted multi-media campaign artwork integrating campaign messaging.</p> <p>Negotiate contracts with media partners and launch a zip code-targeted multi-media campaign artwork integrating campaign using, but not limited to:</p> <ul style="list-style-type: none"> <li>• Facebook</li> <li>• Outdoor media</li> <li>• Bars and/or gyms</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Comprehensive media strategy, timeline, and budget for DHSP approval including, <ul style="list-style-type: none"> <li>○ Recommendation of creative to use per medium</li> </ul> </li> <li>• Develop targeted media placement plan.</li> <li>• Submit draft media placement plan to DHSP for approval</li> <li>• Develop a Post-campaign report due upon request of DHSP, but no later than January 31, 2016 that provides a comprehensive summary of: <ul style="list-style-type: none"> <li>○ Impressions/Daily Effective Reach/Total Market Value</li> <li>○ Photographs of each medium</li> </ul> </li> <li>• Recommendation of creative to use per medium</li> <li>• Monthly placement report summarizing: <ul style="list-style-type: none"> <li>○ Impressions/Reach</li> <li>○ Photographs of each medium</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• DHSP approved media strategy, timeline, and budget</li> <li>• DHSP approved media placement plan</li> <li>• Post-media campaign report submitted no later than 30 days past the end of the service term</li> <li>• Placement summary report submitted on a monthly bases</li> </ul>

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		<ul style="list-style-type: none"> <li>• Radio</li> <li>• Digital</li> <li>• Print</li> <li>• Mobile</li> <li>• Gas Pumps</li> </ul>	<ul style="list-style-type: none"> <li>• Post-campaign report due by January 31, 2016 providing comprehensive summary of:               <ul style="list-style-type: none"> <li>○ Impressions/Reach</li> <li>○ Photographs of each medium</li> </ul> </li> </ul>	
4	PSA Video/Audio Development	<p>Write and produce audio and video PSAs to highlight campaign messaging via:</p> <ul style="list-style-type: none"> <li>• Local radio</li> <li>• Social media outlets (e.g., Facebook, Twitter, YouTube)</li> <li>• LACondom.com</li> <li>• EraseDoubt.org</li> <li>• BorraLaDuda.org</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Scripts for video and audio PSA submitted to DHSP for approval prior to production</li> <li>• Monthly summary report including:               <ul style="list-style-type: none"> <li>○ PSA activities</li> <li>○ Spokespeople: who was secured, messaging strategy, etc.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Submitted digital copy of final 40 video and audio PSAs 30 days after completion</li> <li>• Submitted copy of approved final scripts</li> <li>• Summary report submitted on a monthly bases</li> </ul>
5	PSA In-Kind Commitment	<p>Commit to running a minimum of 350 PSAs valued at over \$210,000 in media</p> <p>Write and produce all PSAs encouraging testing and driving traffic to LACondom.com and/or EraseDoubt.org</p> <p>Secure minimum of 1 community affairs radio interview with DHSP representative (e.g., on Open-Line with Scott Mason)</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Scripts for PSA audio submitted to DHSP for approval prior to production</li> <li>• Digital audio files of final PSAs</li> <li>• Digital audio files of radio interview</li> <li>• Monthly summary report including:               <ul style="list-style-type: none"> <li>○ Approved scripts</li> <li>○ Airing dates</li> <li>○ Airing frequency</li> <li>○ Valuation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Submitted final audio files of PSAs and radio interview 30 days after completion of each</li> <li>• Summary report submitted on a monthly bases</li> </ul>
6	Printing and Production	<p>Manage print and production of all campaign-related promotional collateral to be distributed and used in grassroots marketing including but not limited to:</p> <ul style="list-style-type: none"> <li>• T-shirts</li> <li>• Printed pieces (brochures, cards, etc.)</li> <li>• Stickers</li> <li>• Event giveaways</li> <li>• Signage</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• List of suggested quantities to DHSP for printing approval</li> <li>• Production dates and timelines</li> <li>• Proofs to DHSP for approval before production</li> <li>• Final printing amount per item</li> <li>• Samples of each piece of collateral</li> </ul>	<ul style="list-style-type: none"> <li>• DHSP approved list of quantities</li> <li>• Provided samples of collateral, amount of item per printing, and production dates and timelines no later than 10 months after execution of MAWO</li> </ul>
7	Public Relations	<p>Develop and execute a minimum of 6 Media/PR opportunities to secure non-paid target market media support</p> <p>Coordinate and execute media outreach initiatives including:</p> <ul style="list-style-type: none"> <li>• Developing press materials</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Minimum of 6 press events               <ul style="list-style-type: none"> <li>○ Suggested tent poles (condom contest &amp; phase I condom deliverables)</li> </ul> </li> <li>• Media and PR strategy to DHSP for approval</li> <li>• Copy of final press materials</li> <li>• Event photos and/or b-roll to DHSP for approval prior to</li> </ul>	<ul style="list-style-type: none"> <li>• Held minimum of 6 press events by end of service term</li> <li>• DHSP approved media and PR strategy</li> <li>• Submitted final press materials 7 days prior to media distribution for each event</li> </ul>

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		<p>including press releases, media alerts, mat columns</p> <ul style="list-style-type: none"> <li>• Pitching local media</li> <li>• Securing interviews in local media outlets</li> <li>• Developing photos or b-roll for media usage for each event</li> <li>• Monitor media activity on daily basis</li> </ul>	<p>media distribution</p> <ul style="list-style-type: none"> <li>• Summary of press events due to DHSP 30 days after event including: <ul style="list-style-type: none"> <li>○ Media hits</li> <li>○ Impression values</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Summary of press event including pictures, articles, b-roll, etc. submitted by requested time frame</li> </ul>
8	Social Media Outreach	<p>Develop strategy to reach DHSP target audience via social media outlets</p> <p>Maintain/Update existing social media profiles Facebook, Twitter and YouTube with relevant content</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Monthly postings of relevant and/or current content including but not limited to: <ul style="list-style-type: none"> <li>○ Photographs</li> <li>○ Articles</li> <li>○ Videos</li> <li>○ Links</li> </ul> </li> <li>• Monthly summary report including: <ul style="list-style-type: none"> <li>○ Social media outreach activities</li> <li>○ Social media profile results</li> <li>○ Facebook media buy results</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Summary report of content, outreach numbers, media buy results, etc. submitted on a monthly basis</li> </ul>
9	Websites	<p>House and maintain existing websites: EraseDoubt.org, LACondom.com, DontThinKnow.org, POZForward.org, ReallyCheckYourself.org, BetterToKnow.me and BorraLaDuda.org and update content on monthly basis including but not limited to:</p> <ul style="list-style-type: none"> <li>• Relevant articles</li> <li>• Relevant videos</li> <li>• Photographs</li> <li>• Banners</li> <li>• Events and key dates</li> <li>• Current marketing initiatives</li> <li>• Update 'About Us' section</li> <li>• Updated content as specified by DHSP</li> </ul>	<p>Monthly report of website activity including:</p> <ul style="list-style-type: none"> <li>• Traffic summary</li> <li>• Summary of content added / changed</li> <li>• Calendar updates</li> <li>• Screen shots / documentation</li> <li>• Wireframe community outreach section for contesting and program updates for condom outreach</li> <li>• Maintain brand integrity with wire framed content</li> <li>• Mirror work done on English site to the Spanish site</li> </ul>	<ul style="list-style-type: none"> <li>• Summary report of website activity provided on monthly basis</li> </ul>
10	HIV/STD Resource Website	<p>Provide detailed HIV/STD resource information including at minimum:</p> <ul style="list-style-type: none"> <li>• Provider location</li> <li>• Hours of operation</li> <li>• List of services rendered</li> <li>• Map</li> </ul> <p>Provide database management</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Provide updates and changes to design</li> <li>• Proposed timing of various phases of site development</li> <li>• Purchase URL(s) if applicable</li> <li>• Translate and build out Spanish version of site</li> <li>• Monthly summary report including: <ul style="list-style-type: none"> <li>○ Traffic summary</li> <li>○ Summary of content added / changed</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly report of website activity provided</li> </ul>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

**SERVICE TERM:** July 1, 2017 to June 30, 2018

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		Manage content updating and website maintenance activities	<ul style="list-style-type: none"> <li>o Screen shots</li> </ul>	
11	Partnership Marketing	Prospect and secure corporate partnerships to expand market reach and help increase HIV/STD testing, treatment, and care via: <ul style="list-style-type: none"> <li>• Retail locations</li> <li>• Partner email blasts</li> <li>• Partner websites</li> <li>• Existing events</li> </ul>	Deliverables to include: <ul style="list-style-type: none"> <li>• List summarizing prospective partners and partnership details</li> <li>• Minimum of 5 approved partnerships to DHSP for activation approval</li> <li>• Monthly report including:                             <ul style="list-style-type: none"> <li>o Summary of partners</li> <li>o Partnership integration</li> <li>o Photographs</li> <li>o Screen shots</li> <li>o Value-adds if applicable</li> </ul> </li> <li>• Annual summary report of all partners due January 2016</li> </ul>	<ul style="list-style-type: none"> <li>• Listing of prospective partners and partnership details</li> <li>• Minimum of 5 partnerships acquired by end of service term</li> <li>• Monthly report provided</li> <li>• Annual Summary report of partners submitted no later than 30 days past service term</li> </ul>
12	Grassroots Marketing	Generate awareness of HIVSTD/ testing, treatment and care among target audience by engaging and interacting with them at LA County-specific events including: <ul style="list-style-type: none"> <li>• High-profile events</li> <li>• Community-based events</li> <li>• High-traffic destinations</li> </ul> Train street teams on brand messaging.  Coordinate street team appearances and distribute marketing collateral  Hold meeting with affinity groups and community members, including but not limited to: Lesbian, Gay, Bisexual, Transgender communities, faith-based organizations, local businesses, and other organizations in African American and/or Latino communities to target ad concepts and distribution.	Deliverables to include: <ul style="list-style-type: none"> <li>• Target list of a minimum of:                             <ul style="list-style-type: none"> <li>o 5 high-profile events</li> <li>o 5 community-based events</li> <li>o 10 high-traffic destinations</li> </ul> </li> <li>• Street team training</li> <li>• Calendar of approved appearances submitted monthly</li> <li>• Work with DPH to secure on-site testing opportunities, when applicable</li> <li>• Documentation of a minimum of 3 meetings with affinity and/or community member groups.</li> <li>• Event recaps including at minimum:                             <ul style="list-style-type: none"> <li>o Approximate number of attendees</li> <li>o Demographic breakdown</li> <li>o Promotional materials</li> <li>o Collateral distribution</li> <li>o Event photographs</li> </ul> </li> <li>• Contractor shall maintain on file and provide an electronic copy of any reports and provide DHSP Program Manager with a proposed timeline for meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Attended, at a minimum, 5 high-profile events, 5 community-based events, 10 high-traffic destinations, and 3 affinity and/or community member group meetings (check for documentation)</li> <li>• DHSP approved calendar of appearances</li> <li>• Provide event recap reports of event 30 days after each event</li> <li>• Submitted documentation of street team training after each training session which should include training materials and any feedback</li> <li>• Contractor shall maintain on file copies of applicable reports and provide DHSP Program Manager with a final copy of the DHSP approved timeline for meetings</li> </ul>
13	Mobile Marketing	Mobile marketing vehicle (such as a motorhome) that can serve as a large mobile billboard featuring the current campaign highlighting Spanish and English messaging. Drive vehicle around and park in targeted zip codes on weekly basis at grassroots marketing events and/or testing locations to encourage HIV/STD prevention, testing,	Deliverables to include: <ul style="list-style-type: none"> <li>• List of zip codes to target for weekly drives to DHSP for approval</li> <li>• Minimum of 75 vehicle appearances</li> <li>• Photographs of wrapped vehicle parked and specific locations and at events</li> <li>• Detailed monthly report of vehicle tours including:                             <ul style="list-style-type: none"> <li>o Zip codes driven through</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Monthly report of vehicle tours</li> </ul>

**COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH  
HIV AND STD SOCIAL MARKETING PREVENTION SERVICES  
MAWO NUMBER PH-002446-W1**

**SERVICE TERM:** July 1, 2017 to June 30, 2018

TASK	OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	DELIVERABLES	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DONENTATION
		treatment, and care. Distribute promotional items and/or printed collateral where appropriate.	<ul style="list-style-type: none"> <li>○ Dates and times of drive-thrus</li> <li>○ Photographs</li> <li>○ Number of collateral distributed</li> <li>○ Target audience</li> </ul>	
14	Condom Distribution	<p>Manage and revise, as needed, strategy to promote the location of free condoms and the use of condoms in LA County.</p> <p>Purchase condoms and manage condom distribution and packaging plan throughout LA County utilizing existing vendor, ONE Condoms.</p> <p>Utilize LACondom.com to promote and distribute condoms.</p> <p>Maintenance of the Condom Distribution Program</p>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Develop campaign strategy, timing and budget breakdown</li> <li>• Submit distribution and fulfillment strategy</li> <li>• Purchase of condoms (subject to change) <ul style="list-style-type: none"> <li>○ Up to 3 Million licensed condoms</li> <li>○ A shipping strategy for the condoms to distribution sites</li> </ul> </li> <li>• Work on partnerships with at least 20 new businesses to distribute free condoms to residents</li> <li>• Maintain partnerships with existing businesses (approximately 400) distributing condoms</li> <li>• Work with select condom vendors to manage execution logistics and deliverables on a per project basis</li> <li>• Update and maintain LACondom.com database</li> </ul>	<ul style="list-style-type: none"> <li>• Campaign strategy, timing and budget breakdown for condom purchase and distribution provided by end of service term</li> <li>• Maintain documentation, such as a log of engagement with at least 20 new businesses and existing businesses on condom distribution by end of service term</li> </ul>
15	Invoicing	Submit monthly invoices and recap of marketing activities	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• Monthly invoice with recap of marketing activity, processed invoices, and value delivered to DHSP – one hard copy, one digital copy</li> <li>• Final summary report of all invoices to be included in the Campaign Wrap Up Report – one hard copy, one digital copy</li> </ul>	<ul style="list-style-type: none"> <li>• Monthly invoice submitted with requested information by the 15<sup>th</sup> of the following month</li> <li>• Final summary report of all invoices in request format provided no later than 30 days past the service term</li> </ul>
16	Campaign Wrap-Up Report	<p>Develop a comprehensive Campaign Wrap-Up Report of program initiatives including but not limited to:</p> <ul style="list-style-type: none"> <li>• Website(s) click through report</li> <li>• PR/Publicity</li> <li>• Grassroots Marketing/Events</li> <li>• Partnership Marketing</li> <li>• Mobile Marketing</li> <li>• Media</li> <li>• HIV Campaign summary report</li> <li>• STD Campaign summary report</li> </ul>	<p>Deliverables to include:</p> <ul style="list-style-type: none"> <li>• One hard copy of program binder</li> <li>• One digital copy of program binder</li> </ul>	<ul style="list-style-type: none"> <li>• Campaign wrap-up report in requested format provided no later than 30 days past the service term</li> </ul>

AGENCY NAME: CBS Inc.

CONTRACT NUMBER: PH-002446-W1

SCHEDULE NUMBER: 10

BUDGET PERIOD: July 2015 - June 2016

SERVICE CATEGORY: HIV/AIDS/STD Social Marketing

BUDGET SUMMARY		
BUDGET CATEGORY	AMOUNT	ADMIN DOLLARS
Salaries	\$ 282,826	\$ 45,608
Employee Benefits	\$ 44,781	\$ 7,530
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ 180,324	\$ -
Other	\$ 202,731	\$ 8,173
Consultant/Contractual	\$ 89,338	
Indirect Costs*	\$ -	\$ -
Administrative Discount (actual cost reduced relevant to 10% cap)**	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 800,000</b>	<b>\$ 61,311</b>
Administrative Percentage		8%
*To request funds for indirect costs, agency must have one of the following:		
Federal Negotiated Indirect Cost Rate Agreement (NICRA)		
Auditor Certified Indirect Cost Rate		
Indirect Cost is limited to 15% of total Salaries and Employee Benefits.		
**(The sum of all administrative costs, direct and indirect, is limited to 10% of total contract funds.)		

CONTRACT NUMBER: PH-002446-W1

SCHEDULE NUMBER: 11

BUDGET PERIOD: July 2016 - June 2017

SERVICE CATEGORY: HIV/AIDS/STD Social Marketing

BUDGET SUMMARY		
BUDGET CATEGORY	AMOUNT	ADMIN DOLLARS
Salaries	\$ 282,826	\$ 45,608
Employee Benefits	\$ 44,781	\$ 7,530
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ 180,324	\$ -
Other	\$ 202,731	\$ 8,173
Consultant/Contractual	\$ 89,338	
Indirect Costs*	\$ -	\$ -
Administrative Discount (actual cost reduced relevant to 10% cap)**	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 800,000</b>	<b>\$ 61,311</b>
Administrative Percentage		8%
*To request funds for indirect costs, agency must have one of the following:		
Federal Negotiated Indirect Cost Rate Agreement (NICRA)		
Auditor Certified Indirect Cost Rate		
Indirect Cost is limited to 15% of total Salaries and Employee Benefits.		
**(The sum of all administrative costs, direct and indirect, is limited to 10% of total contract funds.)		

CONTRACT NUMBER: PH-002446-W1

SCHEDULE NUMBER: 12

BUDGET PERIOD: July 2017 - June 2018

SERVICE CATEGORY: HIV/AIDS/STD Social Marketing

BUDGET SUMMARY		
BUDGET CATEGORY	AMOUNT	ADMIN DOLLARS
Salaries	\$ 282,826	\$ 45,608
Employee Benefits	\$ 44,781	\$ 7,530
Travel	\$ -	\$ -
Equipment	\$ -	\$ -
Supplies	\$ 180,324	\$ -
Other	\$ 202,731	\$ 8,173
Consultant/Contractual	\$ 89,338	
Indirect Costs*	\$ -	\$ -
Administrative Discount (actual cost reduced relevant to 10% cap)**	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 800,000</b>	<b>\$ 61,311</b>
Administrative Percentage		<b>8%</b>
*To request funds for indirect costs, agency must have one of the following:		
Federal Negotiated Indirect Cost Rate Agreement (NICRA)		
Auditor Certified Indirect Cost Rate		
Indirect Cost is limited to 15% of total Salaries and Employee Benefits.		
**(The sum of all administrative costs, direct and indirect, is limited to 10% of total contract funds.)		

**THESE FORMS ARE REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS.**

EXHIBIT:

- D1 CERTIFICATION OF EMPLOYEE STATUS
- D2 CERTIFICATION OF NO CONFLICT OF INTEREST
- D3 CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND  
COPYRIGHT ASSIGNMENT AGREEMENT
- D4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT
- D5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

**CERTIFICATION OF EMPLOYEE STATUS**

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION OF NO CONFLICT OF INTEREST**

*(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)*

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

Los Angeles County Code Section 2.180.010.A provides as follows:

**“Certain contracts prohibited.**

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
  - 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
  - 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
  - 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
    - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
    - b. Participated in any way in developing the contract or its service specifications; and
  - 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)**

Contractor Name \_\_\_\_\_

Work Order No. \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

***Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.***

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

***I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.***

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

**(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)**

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

Work Order No. \_\_\_\_\_ County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

**COPYRIGHT ASSIGNMENT AGREEMENT**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

Date

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Name and Title of Signer (please print)

**THESE FORMS ARE REQUIRED AT THE COMPLETION OF EACH WORK ORDER WHEN THE WORK ORDER INVOLVED INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE MASTER AGREEMENT TERM.**

EXHIBIT:

- F1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- F2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- F3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF  
COPYRIGHT  
*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED  
WITH COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature \_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_

for \_\_\_\_\_,

dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").*

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_



**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
(HIPAA)**

**CONTRACTOR'S OBLIGATION AS OTHER THAN BUSINESS ASSOCIATE**

**UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

**(HIPAA) OF 1996**

It is the intention of the parties that Contractor will provide the County with de-identified data. Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable DPH Program Director that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or

agents' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligation as described herein in this regard.

20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.