

JONATHAN E. FIELDING, M.D., M.P.H.

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December 08, 2009

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:



BOARD OF SUPERVISORS
Gloria Molina
First District
Mark Ridley-Thomas
Second District
Zev Yaroslavsky
Third District
Don Knabe
Fourth District
Michael D. Antonovich

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

40 DECEMBER 15, 2009

ych (1. Hamai SACHI A. HAMAI EXECUTIVE OFFICER

APPROVAL OF AMENDMENT NUMBER 1 TO CONTRACT NUMBER PH-000949 WITH CLEAR CHANNEL COMMUNICATIONS FOR THE PROVISION OF PUBLIC HEALTH EMERGENCY RESPONSE TO PANDEMIC INFLUENZA (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute Amendment Number 1 to Contract Number PH-000949 with Clear Channel Communications to amend the current agreement to perform additional activities to support the Department of Public Health's ongoing efforts to respond to pandemic H1N1.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute Amendment 1, to Contract Number PH-000949, with Clear Channel Communications increasing the existing maximum obligation by \$500,000 from \$500,000 to \$1,000,000 to support DPH's efforts to develop and execute a public awareness media campaign in response to pandemic H1N1, 100 percent offset with emergency funds from the Centers for Disease Control and Prevention's (CDC) Public Health Emergency Response (PHER), Notice of Award (NA) 1H75TP000350-01 Amendment 3, effective upon the date of execution, but no sooner than the date of Board approval through July 30, 2010, 100 percent offset by grant funding.

The Honorable Board of Supervisors 12/8/2009 Page 2

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this proposed Board action will allow DPH to amend an existing agreement with Clear Channel Communications to support DPH's efforts to expand the development and execution of a multicultural and multilingual public awareness media campaign in response to pandemic H1N1.

This amendment will allow DPH to develop linguistically and culturally appropriate messaging about the H1N1 vaccination and flu prevention to target population groups including Hispanic, African American, Asian, Armenian, Arabic, Iranian, Russian, Lesbian, Gay, Bisexual and Transgender (LGBT), and young adults under the age of 24. The expansion of the public media campaign will include public service announcements for television, print, radio and online media. To ensure cultural appropriateness, customized language messaging will be developed and used. The campaign will include messages directing people to their health providers and to the County's website for a flu vaccine locator to access information about obtaining the vaccine, targeting at-risk populations, and providing education about prevention/protection that includes message reminders to stay home when sick.

Earlier this year, a public health emergency was declared by the United States Department of Health and Human Services (HHS) as the result of the detection of 20 known cases of individuals infected by swine origin Influenza A virus, now known as the novel Influenza A (H1N1) in the United States. Subsequently, the World Health Organization (WHO) declared the first pandemic in over 40 years in recognition of widespread and sustained human-to-human transmission of the virus in multiple regions around the globe. In light of the threat a pandemic can pose to the nation's public health and security, Congress responded by appropriating funding for the "Public Health and Social Services Emergency Fund" to prepare for and respond to the influenza pandemic. These funds are intended to bolster the nation's preparedness and response capabilities in order to decrease morbidity and mortality rates associated with the influenza pandemic.

<u>Implementation of Strategic Plan Goals</u>

The recommended Board action supports Goal 4, Health and Mental Health, and Goal 5, Public Safety of the County Strategic Plan by implementing a media campaign designed specifically to increase public awareness for prevention and response to acts of bioterrorism, thus increasing the safety and security of residents in Los Angeles County.

FISCAL IMPACT/FINANCING

Approval of this proposed Board action will allow DPH to amend Contract Number PH-000949 with Clear Channel Communications increasing the existing maximum obligation by \$500,000 from \$500,000 to \$1,000,000 to support DPH's efforts to develop and execute a public awareness media campaign in response to pandemic H1N1, 100 percent offset with emergency funds from the CDC.

Funding for this Board action is included in DPH's Fiscal Year (FY) 2009-10 Adjusted Budget.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 26, 2009, HHS declared a public health emergency as the result of the detection of 20 known cases of individuals infected by H1N1 in the United States.

On June 11, 2009, WHO declared the first pandemic in over 40 years in recognition of widespread and sustained human-to-human transmission of the virus in multiple regions around the globe.

On September 8, 2009, the Board authorized the Director of DPH to accept NA 1H75TP000350-01 in the amount of \$8,510,041, and 1H75TP000350-01, Amendment 1 in the amount of \$6,367,873, for Phase I and Phase II, respectively of the emergency preparedness and response to H1N1 pandemic influenza. The September 8, 2009, Board Letter also provided the Director of DPH with the authority to accept and execute future amendments to CDC's NA 1H75TP000350-01. Subsequently, on October 8, 2009, an additional \$25,106,330, for Phase III was accepted.

On October 6, 2009, the Board was informed that DPH would be exercising delegated authority approved on July 29, 2008, to execute a sole source agreement with Clear Channel Communications to support DPH's efforts to develop and execute a media campaign in response to pandemic H1N1.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

On October 22, 2009, DPH entered into a sole source agreement with Clear Channel Communications to provide media services for its public awareness campaign for H1N1. Approval of this proposed Board action will allow DPH to continue working with Clear Channel Communications and more quickly implement the media services identified by DPH.

Clear Channel Communications is uniquely qualified to perform these services, their properties and partners are one of the largest platforms in the world for advertisers and direct distributors for outdoor media including, but not limited to, bus transit shelters, billboards, and other outdoor media in Los Angeles County. Clear Channel Radio, outdoor media venues and events are market share leaders. DPH has used Clear Channel to perform emergency preparedness and response public awareness campaigns, most recently in the countywide multi-cultural, multi-lingual education and outreach emergency preparedness campaign in 11 different languages.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow DPH to execute Amendment Number 1 to Contract Number PH-000949 with Clear Channel Communications to perform additional media and public outreach activities that will support public awareness about/related to pandemic H1N1.

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Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:rdt

Enclosures

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

Contract Number: PH-000949-1

BIOTERRORISM PREPAREDNESS PROGRAM SERVICES AGREEMENT AMENDMENT NUMBER 1

	THIS AMENDMENT is mad	e and entered into this day	
of _		, 2009,	
	by and between	COUNTY OF LOS ANGELES (here after "County"),	-
	and	CLEAR CHANNEL COMMUNICATI (hereafter "Contractor").	ONS

WHEREAS, reference is made to that certain document entitled "EMERGENCY PREPAREDNESS AND RESPONSE SERVICES AGREEMENT", dated October 6, 2009, and further identified as County Contract Number PH-000949 and any amendments thereto (all hereafter "Agreement") between County and Contractor; and

WHEREAS, County has been allocated funds from the federal Centers for Disease Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number 93.069 for the Public Health Preparedness and Response Bioterrorism project, of which a portion of these funds has been designated for Contractor; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend the term, add additional funding and to make other described changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall be effective on the date of execution by the parties through July 30, 2010.
- 2. Effective on the effective date of this Amendment, Exhibit B "Scope of Work" and Schedule B "Budget", as attached hereto shall be added to the Agreement and incorporated therein by reference.
- 3. On the effective date of this Amendment the maximum obligation of County to Contractor for the period effective upon execution by the parties through July 30, 2010 is increased by Five Hundred Thousand Dollars (\$500,000) (from \$500,000 to \$1,000,000) for activities starting upon the effective date of this Amendment through July 30, 2010, as detailed in Exhibit B, and further detailed in Schedule B.

Contractor shall use such funds only to pay for services as set forth in the Schedules attached hereto and incorporated herein by reference, and only to the extent that such funds are provided for pass through to County by CDC.

4. Paragraph 38. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH

COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM shall be added to the Additional Provision of the Agreement as follows:

"38 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S

DEFAULTED PROPERTY TAX REDUCTION PROGRAM, Contractor

acknowledges that County has established a goal of ensuring that all individuals

and business that benefit financially from County through contract are currently in

paying their property tax obligations (secured or unsecured roll) in order to

mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

- 5. Paragraph 39. TERMINATION FOR BREACH OF WARRANTIY TO

 MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX

 REDUCTION PROGRAM shall be added to the Additional Provision of the Agreement as follows:
- "39. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

 COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION

 PROGRAM. Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 38. "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH

 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to

 County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.
- Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los

Angeles has caused this Amendment to be subscribed by its Director of Public Health

and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES
By Jonathan E. Fielding, M.D., M.P.H. Director and Health Officer
CLEAR CHANNEL COMMUNICATIONS Contractor
BySignature
Oignature
Print Name
Title:(AFFIX CITY SEAL)
SEI

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL ROBERT E. KALUNIAN Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By

Gary T. Izumi, Chief
Contracts and Grants Division

Assignment#01335.rdt

CONTRACTOR NAME: Clear Channel Communications

CONTRACT NUMBER:

SCHEDULE/PROJECT NUMBER:

TERM: Date of Execution through July 30, 2010

H1N1 Pandemic Flu Vaccination and Prevention Campaign Media - Phase 2

Backgroun

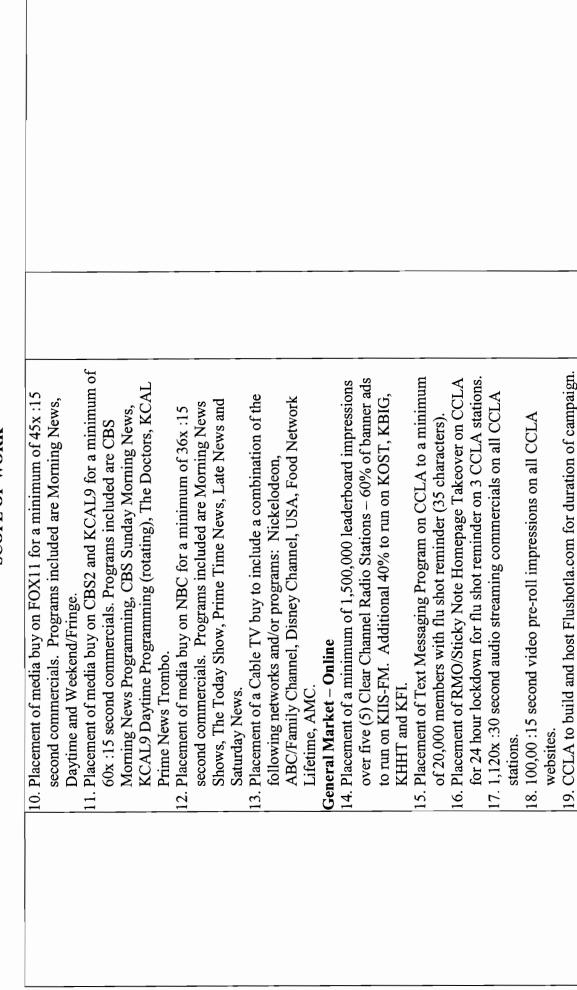
exposed to, attend to and take an interest in the messages presented. Recent research also suggests that advertising in racially or ethnically-targeted etiquette (covering your cough and sneeze), vaccination and other community mitigation strategies can help keep the public safe from seasonal flu messages to ensure and protect County residents and especially those most at risk. This campaign includes a grassroots multicultural approach to and also slow the spread of flu during a pandemic. The County is expanding its H1N1 Prevention media campaign to communicate preventative effectively target the population and create community specific messages and materials to increase the probability that group members will be The World Health Organization has declared that H1N1 is a global flu pandemic. Health experts agree that proper hand washing; respiratory media is the best way to reach specific ethnic groups.

Main Campaign Goals:

- 1) Effectively communicate and differentiate between The Seasonal Flu Shot and the H1N1 Vaccine and encourage at risk people to get both.
 - 2) Direct LA County residents to their providers and to the County's site for a Flu Vaccine Locator.
- 3) Reach at risk people (i.e. School age kids 6-24 years old and immune compromised people under 65)
- 4) Educate LA County residents using prevention messages so residents can protect themselves from flu by staying home when they are sick.

Major Objectives	Major Functions, Tasks, and Activities	Timeline	Timeline Performance Measure and/or
			Deliverable
PHASE I: Campaign	1. Hold meetings with county officials to develop and coordinate	Date of	Date of 1. Deliverable ongoing meeting minutes
Development	media campaign.	Execution-	to County
-	2. Work with county officials to develop core campaign messaging	December,	December, 2. Deliverable is final key messages for
	that will be used throughout the media.	2009	the campaign
	3. Based on the core messaging, media for all outlets will be created		
	in-language – such as radio commercials, television commercials,		
	print ads, leaderboards, etc for the two messages.		

	4. All partners to to disseminate	All partners to receive and/or produce in-language collateral items to disseminate through community outreach.			
PHASE II: Distribution of PSAs & Media Buys.	General Market – Radio 1. Placement of media bu	y on Clear Channel Radio Stations:		Measurable deliverables include: Notarized affidavit listing commercial	sial
	KBIG, KFI, K commercials (KBIG, KFI, KHHT, KIIS and KOST for a minimum of 300x:30 Ju commercials (M-Su 5a-8p).	June, 2010	spot times for all radio & TV commercial messages.	
	 Placement of r minimum of 3 	Placement of media buys on Total Traffic Network for a minimum of 300x:15 commercials (60% Drives/40% ROS 5am-		 Notarized affidavit of interior transit cards and bus kings with photos. 	it
	mid) over a 4- includes Univi	mid) over a 4-week period. Note: Total Traffic Network also includes Univision stations.		Notarized affidavit acknowledging running of I eaderhoards/Banners	_
	3. Placement of 1	Placement of 100x:30 PSA messages to air over 8 Clear		Notarized affidavit acknowledging The property of DED through SCD A	
	4. Placement of F	Placement of Public Education Program through the Southern		Campaign.	
	California Bro 1,200x :30 PS	California Broadcasters Association delivering a minimum of 1,200x :30 PSA messages (ROS 5am-5am). These will be		 Tear Sheets of print ads along with notarized affidavits. 	
	broken up into	broken up into 3x campaigns with 400x spots over		 Screenshots of online PSAs, 	
	approximately 5. Placement of r	approximately December, February and April. Placement of media buy on Radio Disney for a 24x :30		Moviescreens and/or online campaigns.	
	commercials.)	
	 Placement of t Radio Disney 	Placement of 69x :30 PSA messages. Radio Disney will provide a 30-minute Public Affairs Show for			
	LA County De	LA County Dept of Public Health to be the featured guest.			
	General Market - I V 8. Placement of media	neral Market - 1 V Placement of media buy on KTLA-TV for a minimum of 48x			
	:15 second cor	:15 second commercials. Programs included are Morning and DM Name			
	9. Placement of r	Placement of media buy on KABC-TV for a minimum of 47x			
	:15 second con	:15 second commercials. Programs included are Eyewitness Navie Good Morning America, Daytime, Ourth and			
	Weekend/Fringe.	nge.			



Note: Flushotla.com will be purchased for 5 year commitment.

after the campaign is finished. 20. Good PR to maintain daily blog on Flushotla.com as well as undate Facebook and Twitter sites for duration of campaign.	21. Placement of banner ads and/or video pre-roll on KTLA, CBS2, KCAL9, FOX11 and NBC. General Market - Print	22. Placement of a minimum of 9x 1/8 page print ads in the following publications: San Gabriel Valley Tribune, Frontiers IN Los Angeles and/or LA Weekly. General Market - Outdoor	23. Placement of media buys for Bus Interiors for a minimum of 1,200 cards with Blu Line Media for 3 months. (50% English/50% Spanish).	24. Placement of media buy on Transit TV of :60 PSA (to rotate equally between two :30 English spots combined with one :30	MTA buses over a 5-week period. 25. Placement of media buy for Bus Kings for a minimum of 55x Bus	Kings with CBS Outdoor/MTA Buses for 3 months. LBGT – Print/Online 26. Placement of media buy in Frontiers IN Los Angeles for a	minimum of 3x 1/8 page ads. 27. Placement of media buy on Facebook serving a minimum of 600,000 impressions. Hispanic – Radio	28. Placement of radio commercials airing a total of 268x:30 commercials on KTNQ, KLAX & KXOL. 29. Placement of 13x (3"x10.75") print ads in La Opinion, Hoy and La Guia Familiar. Hispanic - Television

whee the animimum of 71x and are Primera Edicion (Morning es Billboard, Despierta Los Angeles spierta America, Network Late s. 172x cable television ads in key zip es: BET, Lifetime, VH1 and in movie theaters with cinematic imate 1,600 :30 commercials. 172x cable television ads in key zip es: BET, Lifetime, VH1 and in movie theaters with cinematic imate 1,600 :30 commercials. 172x cable television ads in key zip es: BET, Lifetime, VH1 and in movie theaters with cinematic in an in movie theaters with cinematic imate 1,600 :30 commercials. 172x cable television ads in key zip es: BET, Lifetime, VH1 and in movie theaters with cinematic in movie theaters with cinematic in an including 21x ½ page print ads in the korean Sunday News, Daily Sports	f 20x :30	page print
30. Placement of media buy on KMEX for a minimum of 71x commercials. Programs included are Primera Edicion (Morning Show), Despierta Los Angeles Billboard, Despierta Los Angeles Segment (to air 2x days), Despierta America, Network Late News, Promercials and PSAs. African-American - Television 31. Placement of a minimum of 172x cable television ads in key zip codes. Programming includes: BET, Lifetime, VH1 and Nickelodeon. African-American - Radio 32. Placement of a minimum of 32x :30 commercials on KJLH over an 8-week period. African-American - Non-traditional 33. Placement of PSA campaign in movie theaters with cinematic billboards delivering approximate 1,600 :30 commercials. Chinese - Print 34. Placement of Chinese Print including 21x ¼ page print ads in World Journal, Sing Tao, China Press, Chinese LA Daily News and/or Chinese LA Daily News. Chinese - Television 35. Placement of Korean Print including 41x ¼ page print ads in the Korean - Print 36. Placement of Korean Print including 41x ¼ page print ads in the Korean Times, Korea Daily, Korean Sunday News, Daily Sports Seoul.	37. Placement of Korean Television including a total of 20x :30 commercials airing on KSCI.	Filipino - Print 38. Placement of Filipino Print including a total of 10x 1/4 page print

Beirut Times, Al-Alam, Arab Newspaper, Al-Akhbar Newspaper 44. Placement of Iranian-American TV airing a minimum of 11x:60 41. Placement of Armenian-American Print including 5x 1/4 page ads 42. Placement of media buy in USA Armenian Life with a minimum 46. Placement of Russian-American TV airing a minimum of 5x:60 39. Placement of online media buy serving a minimum of 5,000,000 47. Placement of Russian-American Print including 2x 1/4 page print 45. Placement of Iranian-American Print including 3x 1/4 page print 48. Placement of Arab-American Print including 5x 1/4 page ads in ads in LA Asian Journal, Weekend Balita, Asian Journal.com 43. Placement of media buy in Armenian Youth Forum with a ads in Fogholadeh, Tehran Magazine, Sobhe Iran Emrooz. ads running in Friday Express and Panorama Newspaper. running in Asbarez Daily, California Courier, Hai Kiank JoinsAmerica.com, soompi.com and/or BakitWhy.com. 40. Placement of Armenian-American TV including 4x:60 commercials on Panorama TV and ARTN Television. impressions through sites such as: MissyUSA.com, Armenian-American - Television/Print/Online commercials airing on High Vision Farsi TV. Russian-Amercian – Television/Print [ranian-American - Television/Print Armenian Weekly, Armenian Life. minimum of 4x E-Newsletters. commercials on Horizon TV. and other online counterparts. Arab-American - Print of 4x E-Newsletters. and Al-Watan. Asian - Online

1. Me	Evaluation teners and compiled report from installation locations.	 Final report of locations and 	pictures from key locations.	 Full results report from each 	community outreach event.	 Full results from each PSA, 	outdoor, media buy with airchecks,	 List of community organizations or 	small businesses collateral	materials delivered.	 Full results report from each PSA 	placement, including ad buy	campaign and Outdoor placement.	 Air checks from all broadcast 	media mentions.	 Clips and copies of articles from 	newspapers / stories.	 Pictures from all events, including 	photos provided by partners from	community events	 List of media partners that went 	beyond the scope of work to	support the campaign.
June - July,	70107													_									
1. Coordinate with Good PR to write comprehensive, final results	 report Compile results from individual community outreach 	partners	 Hold meeting with partners to review draft 	 Finalize draft and format final report 	 Provide 8 copies of County approved Final report 	including a DVD recap of the campaign																	
PHASE III: Follow-up	and Final Keport																						

FEE FOR SERVICE/DELIVERABLE

CONTRACTOR/VENDOR NAME: Clear Channel Communications

CONTRACT/PURCHASE ORDER NUMBER:

SCHEDULE/PROJECT NUMBER:

BUDGET PERIOD: Date of Execution - July 30, 2010

FUNDING SOURCE: CDC PHER 09/10 Focus Area 3

FEE FOR SERVICE/DELIVERABLE		
	A	MOUNT
SERVICE/DELIVERABLE	REC	QUESTED
Phase 1-Campaign Development	\$	10,000
Phase 2 - Distribution of PSA's and Media Buys	\$	485,000
Phase 3 - Campaign Wrap-up & Final Reports	\$	5,000
TOTAL AMOUNT REQUESTED	\$	500,000