AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-21010079
FOR
COVID-19 Media Campaign Services

This Amendment (“Amendment No. 1”) to Contract No. MA-042-21010079 for COVID-19 Media Campaign Services is made and entered into on December 30, 2020 (“Effective Date”) between Idea Hall (“Contractor”), with a place of business at 611 Anton Blvd., Ste. 140, Costa Mesa, CA 92626, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21010079 for COVID-19 Media Campaign Services effective July 15, 2020 through December 31, 2020 in an amount not to exceed $250,000 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to amend Attachment A – Scope of Work, increase the contract, and extend the term; and

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Contract is increased by $500,000 and has a new Not to Exceed Amount of $750,000.

2. Attachment D – Scope of Work for Extension, is hereby added to the Contract.

3. The Contract is hereby extended through and included July 31, 2021.

This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1, and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Idea Hall

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randall Hall</td>
<td>Principal</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rebecca Hall</td>
<td>President and CEO</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

<table>
<thead>
<tr>
<th>Print Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juan Corral</td>
<td>Deputy Purchasing Agent</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT D
Scope of Work for Extension- Effective 12/30/2020 through 7/31/2021

Project Description: OCHCA has a need for a contractor to provide COVID-19 marketing and communications services including messaging and messaging tools about getting tested, receiving vaccines, as well as information about how they are empowered and in control of their own health and ensuring they live their best life. Contractor will collaborate with OCHCA for content and creative development and with PIOs for broadcasting. Key performance indicators (KPIs) or measures of success are still to be defined.

Timeline: A detailed timeline will be provided by the Contractor after a contract kick-off with a specific brief, including target audiences, KPIs and specific deliverable needs. All work shall be completed by July 31, 2021.

The below is a tentative timeline:

Week of December 28, 2020 Official kick-off between the County and Contractor.
- Contractor to receive official brief with aligned upon KPIs (key performance indicators or measures of success), target audience details, deliverables.

Approx. Two weeks after kick-off
- Delivery of 2021 marketing & communications (Mar/Comm) plan.
- Delivery of initial creative concept design via sample print & digital collateral

Approx. One week after delivery of first draft
- Finalize plan and creative concept design
- Contractor shall begin developing assets, engaging in execution of aligned upon plan activities, once plan and concept are approved by client.

Materials in market – Length of mar/comm plan TBD in collaboration with the County; date first in market dependent on timing of kick-off, delivery of brief and materials, etc.

<table>
<thead>
<tr>
<th>SCOPE SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service</td>
</tr>
</tbody>
</table>

- **Communications Research and Planning:**
  - Includes gathering all resources, assets, insights, messaging, background from the County and key stakeholders to inform the mar/comm plan development, research and planning the mar/comm strategy, community engagement, stakeholder relations, influencer relations, the media buying strategy and execution, marketing/communications, amplification opportunities, etc.

- **Creative Concept Design and Development:**
  - Includes time for creative to develop the mar/comm concept, share with the County for alignment and obtain final approval; development of creative mar/comm plan messaging, County review and securing final approval.

- **Copywriting and Message Development:**
  - Initial message development (including Q&As, FAQs, etc.) and always-on copywriting and messaging services throughout the contract
**Creative Asset Development:**
- Once the mar/comm concept and plan, including outreach plan are approved by the County, Contractor shall develop all assets. Video crew available as needed for content capture and creation of video assets for media relations, influencer, community engagement, social media, enewsletters, etc. as determined by the overall marketing/communications plan.

**Account Management / Strategic Counsel:**
- Includes regular client meetings and other communications throughout the course of the project on progress and results, developing and updating an ongoing status document for organization of team meetings and calls, and monitoring and reporting results.
- Budget tracking and monthly burn reports

**Communications and Community Engagement Efforts:**
- Contractor may leverage the power of a variety of community resources/partners, across many communities within Orange County (i.e., faith community, Latino Health Access, API, etc.) to help amplify the mar/comm plan – specifics yet to be determined based on the aligned upon mar/comm plan. This may include working 1:1 with stakeholder partners to create collateral of their specific community amplification efforts, working with their senior team leaders to engage them in community engagement efforts/communications - meetings, virtual events, in-person events/support, bringing health leaders like Dr. Chau into their community efforts, etc.

**PR & Social Asset Development:**
- Creative support for the PR and Social Assets
- Excludes budget specific to paid media buys (may include broadcast, social, digital, outdoor, influencer, print, and swag), paid community engagement/amplification (if needed) and swag; may include broadcast, outdoor, digital, social, influencer, print and swag development.

**Translation Services :**
- Once the assets are determined, Contractor shall identify actual accurate estimates specific to the work being developed.

<table>
<thead>
<tr>
<th>Total Not to Exceed Amount $500,000</th>
</tr>
</thead>
</table>

*Fee: Fee to be billed as actuals after the close of each month.*  
*Expenses/Out of Pocket: Will be billed as incurred.*  
*Hourly Rates: See Attachment B*

Tactics will be mutually agreed upon between County and Contractor. The County reserves the right to shift project hours within the various activities outlined above, as long as costs are within the County's overall Not to Exceed Amount.

20% mark-up will be added to printing and production costs such as photography fees, audio/visual presentations, diskettes and talent. Agency will receive a 15% agency commission on all media buys it originates. Postage, shipping, photocopies, telephone/fax, materials/supplies and travel expenses will be billed at cost. Contractor shall provide receipts of expenses/Out of Pocket costs for verification of costs with invoice.