



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-21010079  
FOR  
COVID-19 Media Campaign Services**

This Amendment (“Amendment No. 3”) to Contract No. MA-042-21010079 for COVID-19 Media Campaign Services is made and entered into upon execution of all necessary signatures 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 executed Amendment No. 1 to extend the Contract for seven months through July 31, 2021, in an amount not to exceed \$500,000, for a cumulative total amount not to exceed \$750,000, and to add Attachment D, Scope of Work for Extension, to the Contract; and

WHEREAS, the Parties executed Amendment No. 2 to extend the Contract for an additional five months through December 31, 2021, and, effective January 29, 2021, to replace Attachment D, Scope of Work for Extension, with Attachment D-1 and to increase the amount not to exceed by \$2,000,000, for a revised cumulative total amount not to exceed \$2,750,000; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Attachment B; to replace Attachment D-1 with Attachment D-2, Scope of Work; and to correct the administrative mistake of deleting Attachment D, Scope of Work for Extension, in Amendment No. 2; and

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

1. Attachment B, Compensation and Invoicing, Paragraph 1 of the Contract is hereby deleted in its entirety and replaced with the following:

“1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$2,750,000 for the Term of Contract. The total not to exceed amount is split between the Scope of Works in Attachment A, Attachment D, and Attachment D-2 of this Contract as follows:

**Total Not To Exceed Amount:**  
**For Scope of Work in Attachment A:                   \$ 250,000**

**For Scope of Work in Attachment D:**                   \$ 500,000  
**For Scope of Work in Attachment D-2:**               \$2,000,000

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. Fees for hourly services will be billed after the close of each month. Expenses and Out of Pocket costs as indicated in Attachment A, Attachment D, and Attachment D-2 will be billed as incurred.”

2. Attachment D, Scope of Work for Extension, is added to the Contract, effective January 29, 2021.
3. Attachment D-1 is hereby deleted in its entirety and replaced with Attachment D-2, Scope of Work.
4. All references in the Contract (excluding references in Attachment A) to “Attachment A” shall be deleted and replaced with “Attachment A, Attachment D, and Attachment D-2”.

This Amendment No. 3 modifies the Contract, including its previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Contract, including its previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including its previous amendments, not specifically changed by this Amendment No. 3 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the 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**

Rebecca Hall

President and CEO

Print Name

Title

DocuSigned by:  
*Rebecca Hall*

2/19/2021

Signature

Date

Randall Hall

Principal

Print Name

Title

DocuSigned by:  
*Randall Hall*

2/19/2021

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Frank Kim

County executive officer

Print Name

Title

DocuSigned by:  
*Frank Kim*

2/19/2021

Signature

Date

**ATTACHMENT D**  
**Scope of Work for Extension- Effective 12/30/2020 through 7/14/2021**

**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.

**County’s Project Manager:** The County’s Project Manager for the Scope of Work in this Attachment D is Chief of Strategy and Development, Public Health Services.

**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 14, 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.*

<b>SCOPE SUMMARY</b>
<b>Service</b>
<ul style="list-style-type: none"> <li>• <b>Communications Research and Planning:</b> <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> <li>• <b>Creative Concept Design and Development:</b> <ul style="list-style-type: none"> <li>○ 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.</li> </ul> </li> <li>• <b>Copywriting and Message Development:</b></li> </ul>

- 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.

**Total Not to Exceed Amount for Scope of Work in Attachment D: \$500,000**

***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.*

**ATTACHMENT D – 2**  
**Scope of Work - Effective 01/29/2021 through 12/31/2021**

**I. Overview**

Contractor is to provide County with strategic message development, editing, translations, copywriting, graphic design, video production, media buying, print management and buying, research and strategic planning for traditional, digital and social media outreach related to County's COVID-19 response and vaccination efforts. Emphasis for County's COVID-19 response and vaccination efforts must be placed on those most impacted by the COVID-19 pandemic, including but not limited to, Latinx community, Asian Pacific Islander community, Black community, seniors, disabled, and those experiencing homelessness.

**II. Scope Summary: Contractor Responsibilities**

**A. Work Plan, Budget and Schedule**

1. Contractor must provide an appropriate and complete Work Plan, Budget and Schedule for review and written approval by County's project manager within two (2) weeks of execution of Amendment No. 3. If not approved by County, Contractor must work to revise the Work Plan, Budget and/or Schedule until approved by County's project manager in writing. The Work Plan, Budget, and Schedule must be mutually agreed upon in writing before Contractor performs services under this Attachment D-2.
  - a. Work Plan: The Work Plan must provide details of the services and deliverables to be provided under this Contract. The Work Plan must describe in detail each category of services, and any corresponding deliverables, identified in Paragraph B and Paragraph C below.
  - b. Budget: The Budget must provide the budget for each category of services, and any corresponding deliverables, in the Work Plan.
  - c. Schedule: The Schedule must provide the dates by when the services and deliverables identified in the Work Plan will be completed.
2. Contractor must review and provide an updated Work Plan, Budget and Schedule for review and approval by County every thirty (30) calendar days. The updated Work Plan, Budget and Schedule does not go into effect unless and until County's project manager provides written approval of the updated Work Plan, Budget and/or Schedule.
3. County may revise the approved Work Plan, Budget and/or Schedule at any time with Contractor's approval, approval of which shall not be unreasonably withheld. However, Contractor approval is not required for revision of the Budget if the revision would not modify the amount of the total budget.
4. Contractor must provide County with the services and deliverables in Paragraphs B and C below and more fully described in the Work Plan developed pursuant to this Paragraph A, at the rates identified in Attachment B (Compensation and Invoicing) and pursuant to the Budget developed pursuant to this Paragraph A. Contractor must provide County with the services and deliverables in accordance with the Schedule developed pursuant to this Paragraph A.
  - a. Any services and/or deliverables not included in the Work Plan that are provided by Contractor are not subject to payment under this Contract.
  - b. Any amounts incurred by Contractor beyond the amount in the Budget are not subject to payment under this Contract.

**B. Overall Communications Services**

1. **Research and Planning:** Contractor must provide research and planning services related to County's COVID-19 response and vaccination efforts. These services include, but are not limited to, gathering all resources, assets, insights, messaging, background from County and key stakeholders to inform the marketing/communications plan development, research and planning the marketing/communications strategy, community engagement, stakeholder relations, influence relations, the media buying strategy and execution, marketing/communications, amplification opportunities, etc. Contractor must provide a report on the research to County for review and validation.
2. **Creative Concepts and Asset Development for Toolkits, Collateral Development:** Contractor must develop creative assets for toolkits and collateral development related to County's COVID-19 response and vaccination efforts. This includes, but is not limited to, creative assets for toolkits to be used by various community-based organizations and influencers. The creative assets include, but are not limited to, radio assets, digital paid media assets, social content including videos for use across platforms – for paid, earned, shared or owned media, radio ads, Out of Home advertising, print, etc. Contractor must receive County's approval of all creative assets developed.
3. **Communications:** Contractor must provide communications assistance services to County related to County's COVID-19 response and vaccination efforts. These services include, but are not limited to, support of County District Offices and departments in developing key messages & Q&A, copywriting, and media relations support as needed, including supporting press conferences and other media and consumer moments.
4. **Account Management:** Contractor must provide account management services related to County's COVID-19 response and vaccination efforts. Account management includes, but is not limited to, attending all team meetings whether county, district level, ad hoc committee, etc; managing Contractor's accounting/billing under this Contract; and drafting and maintaining status documents and other materials to keep County informed and aligned with the Work Plan, Budget and Schedule.
5. **Media Buys:** Contractor must manage media buys related to County's COVID-19 response and vaccination efforts. The media buys include, but are not limited to, digital paid media, print media, Out of Home Advertising, Non-English language paid media, engaging local trusted source/influencer relations. Contractor must receive County's pre-approval of all media buys.
6. **Collateral Development and Production:** Contractor must develop and produce collateral related to County's COVID-19 response and vaccination efforts. Collateral includes printed materials and video, swag and other necessary tools to reach targeted populations. Contractor must receive County's approval of all collateral developed.
7. **Reporting and measurement:** Using agreed-upon best practices, Contractor must develop meaningful measurement metrics to determine the effectiveness of both the overall campaign and major initiatives (earned-media impressions, advertising reach, engagement on social media, etc.) related to County's COVID-19 response and vaccination efforts. The measurement metrics are subject to final approval by County and may be changed upon County's request. Contractor must provide reports on the data at regular, potentially daily, intervals, at the discretion of County, during the campaign and major initiatives. Contractor must make adjustments to tactics and strategies during a campaign and/or major initiative if County determines that some elements of the campaign are underperforming expectations. All such adjustments must be reviewed and approved by County prior to implementation.

**C. District Specific Communications Services**

1. **Communications:** Contractor must provide communications assistance services to each District office related to County's COVID-19 response and vaccination efforts. Working with each District Supervisor, Contractor must develop and implement a tailored communication strategy. Such strategies may include, but are not limited to, digital paid media, collateral development, paid business media, videos, out-of-home advertising, non-English language paid media, influencer relations, and door-to-door outreach.

**D. All services and deliverables in this Section II (Scope Summary: Contractor Responsibilities) must be reviewed and approved in writing by the County's project manager before it is considered accepted by County.**

**III. County's Project Manager**

The County's Project Manager for the Scope of Work in this Attachment D-2 is the County Public Information Manager.

**IV. Billing, Payment and Budget**

This Contract is on a time-and-materials basis. Contractor is required to submit monthly invoices pursuant to the requirements in Attachment B and include all reporting and supporting documentation sufficient to document levels of effort and expenses for performance under this Contract.

**Total Not To Exceed Amount: For Scope of Work in Attachment D-2: \$2,000,000**

Budgets for advertising or paid social media will be mutually agreed upon in advance.

**Fee:** Fee to be billed as actuals after the close of each month at the rate set forth in Attachment B.

**Expenses/Out of Pocket:** Will be billed as incurred.

- **Hourly Rates: See Attachment B**
- *County reserves the right to shift project hours and budgeted costs between the services and deliverables outlined above and in the Work Plan and the Budget, as long as costs are within the County's remain within the overall Not to Exceed Amount*
- *A 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.*