

# AGREEMENT

## FOR SERVICES OF INDEPENDENT CONTRACTOR

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**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **Civilian, Inc.** with an address at 2468 Historic Decatur Road, Suite 250 in San Diego, California (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**WHEREAS**, the Mental Health Services Act (MHSA) requires for each county mental health department to develop a local Workforce Education and Training (WET) Plan, and to participate in regional partnerships among the mental health system and the educational system to expand outreach to multicultural communities, increase the diversity of the mental health workforce, reduce the stigma associated with mental illness, and to promote the use of web-based technologies, and distance learning techniques;

**WHEREAS**, the Southern Counties Regional Partnership (SCRP) consists of the mental health departments for the counties of Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona);

**WHEREAS**, the County currently serves as the fiscal and administrative agent for the SCRCP, for Workforce Education and Training (WET) purposes under the Mental Health Services Act;

**WHEREAS**, the contracted services are on behalf of the participating SCRCP entities, the majority of which voted to approve the scope of work in this Agreement with Civilian, Inc., consistent with the SCRCP's MOU and Strategic Plan;

**WHEREAS**, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Stacey Smith, President at telephone number 619-243-2290 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

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To County: Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110  
FAX: 805-681-5262

To Contractor: Stacey Smith, President  
Civilian, Inc.  
2468 Historic Decatur Road, Suite 250  
San Diego, CA 92106  
Telephone: 619-243-2290

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

Contractor agrees to provide services to County in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

Contractor shall commence performance on 11/01/2015 and end performance upon completion, but no later than 6/30/2016 unless otherwise directed by County or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other

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regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

### **7. STANDARD OF PERFORMANCE**

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

### **8. DEBARMENT AND SUSPENSION**

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

### **9. TAXES**

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

### **10. CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or

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terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

### **12. NO PUBLICITY OR ENDORSEMENT**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

### **13. COUNTY PROPERTY AND INFORMATION**

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

### **14. RECORDS, AUDIT, AND REVIEW**

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain all records until such time that the State Department of Health Care Services completes all actions associated with the final audit, including appeals, for the fiscal year(s) covered by this Agreement, or not less than four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California

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State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

### **15. INDEMNIFICATION AND INSURANCE**

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

### **16. NONDISCRIMINATION**

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance.

### **17. NONEXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

### **18. NON-ASSIGNMENT**

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

### **19. TERMINATION**

- A. **By County.** County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.
  1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

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### 2. For Nonappropriation of Funds.

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
  - B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
  - C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.
3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
  - C. Upon termination, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services

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performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

### **20. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

### **21. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

### **22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

### **23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

### **24. NO WAIVER OF DEFAULT**

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

### **25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be

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applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the director of Alcohol, Drug & Mental Health Services. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

### **26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

### **27. COMPLIANCE WITH LAW**

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

### **28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

### **29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

### **31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.



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### **32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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### **THIS AGREEMENT INCLUDES:**

- I. EXHIBIT A - Statement of Work
- II. EXHIBIT B – Payment Arrangements
- III. EXHIBIT B-1 – Schedule of Rates and Contract Maximum
- IV. EXHIBIT C – Indemnification and Insurance Provisions

**AGREEMENT**

Agreement for Services of Independent Contractor between the County of Santa Barbara and Civilian, Inc.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on November 1, 2105.

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
JANET WOLF, CHAIR  
BOARD OF SUPERVISORS

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

**CONTRACTOR:**  
CIVILIAN, INC.

By: \_\_\_\_\_

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

**ATTEST:**  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

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

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**  
ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES  
ALICE A. GLEGHORN, PHD DIRECTOR

By \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**  
RAY AROMATORIO  
RISK MANAGER

By: \_\_\_\_\_  
Manager

# EXHIBIT A

## STATEMENT OF WORK

1. **PERFORMANCE.** Civilian, Inc. (Contractor) a full-service outreach firm, with an emphasis on Public Health, shall provide communications and evaluation strategies on social marketing campaign, through the JobsInSoCal website, for the County of Santa Barbara Alcohol, Drug and Mental Health Services (ADMHS), serving as fiscal agent for the Southern County Regional Partnership (SCRP). The purpose of the marketing campaign is to increase usage of the JobsInSoCal website for recruitment and placement of behavioral health professionals in the public behavioral health systems throughout the Southern California counties represented in the SCRCP. Performance shall be monitored by the Santa Barbara County ADMHS on behalf of the SCRCP.

The SCRCP consists of the mental health departments for the counties of Santa Barbara, San Bernardino, Imperial, Kern, Orange, Riverside, San Diego, San Luis Obispo, and Ventura, as well as the Tri-City region (Claremont, La Verne, and Pomona).

2. **GOALS.** To increase awareness of all public behavioral health professions, and increase awareness and utilization of the JobsInSoCal website by licensed and non-licensed behavioral health professionals nationwide.
3. **SERVICES.** Contractor shall perform the following:
  - A. Work closely with ADMHS SCRCP staff to create a comprehensive and integrated marketing and advertising plan to build awareness of opportunities for licensed and non-licensed professionals in behavioral health and to drive viewers to the JobsInSoCal website. The website will allow:
    - i. Searches for behavioral health jobs in Southern California;
    - ii. SCRCP partners to post mental health positions and opportunities directly on the website.
  - B. Provide a cohesive approach and implement marketing for the website services plan based on an understanding of the SCRCP's job marketing needs.
  - C. Provide systematically researched, creative and compelling messages, and strategic expertise to increase awareness of job opportunities in the behavioral health field, and increase utilization of the JobsInSoCal website nationwide.

#### 4. **SCOPE OF WORK.**

- A. Contractor shall develop and implement a strategic media marketing plan and campaign for SCRCP to include:
  - i. Media market analysis;
  - ii. Assessment of market inventory thresholds, which entails looking at the variety of digital media options, and availability of media services to meet the SCRCP's goals and contract budget;

## EXHIBIT A

- iii. Determination of the optimum media mix that is crucial to reaching the target audience and driving traffic, to be determined during the planning phase with ADMHS SCRP staff;
- iv. Planning for average costs for each medium;
- v. A combination of online and offline mediums, including at minimum: Television, Radio, Print, Out-of-Home, Digital and Guerilla marketing, High-traffic billboards, and full online campaign including paid ads on all major search engines, social sites, banner ads, online video and mobile ads;
- vi. Review of current professional and nonprofessional mental health provider attitudes and understanding of seasonal behavioral health employment opportunities; and
- vii. Provision of a contextual and behavioral online targeting strategy to include:
  - a. Targeting individuals based on whether they are reading a specific employment article online or if they seem to be actively looking for a job on the West Coast or specifically California;
  - b. Targeting individuals in a position to influence and/or inform current and potential behavioral health job candidates in Southern California;
  - c. Handling both the Search Engine Optimization and Marketing (SEO/SEM/PPC) campaign components in order to decrease overall cost per click;
  - d. Appearing at the top of the paid search results;
  - e. Investigating and researching for behavioral health positions;
  - f. Finding the most commonly used related job search terms;
  - g. Identifying the most important cities/locations to target;
  - h. Researching competitors;
  - i. Developing an email mailing list of several hundred agencies, universities, colleges, professional organizations and journals, and individuals in key positions to reach behavioral health job candidates;
  - j. Setting up Search Engine Optimization (SEO), a methodology and set of best practices used to increase the amount of visitors to a web property by obtaining a high ranking in Search Engine Results Pages (SERPs). SEO can include a variety of practices such as keyword research, content creation, social media, link building, and website programming.
  - k. Making it easy for search engines and users to find the main job page and regional listings;
  - l. Creating plain text over flash or text in images on the website;

## EXHIBIT A

- m. Using SEO on- and off page techniques to improve the position of the JobsInSoCal in the search engine results;
  - n. Using unique titles and descriptions in SCRIP job postings and the JobsInSoCal website promotion;
  - o. Using job titles that include targeted keywords;
  - p. Using desired keywords in headings where possible;
  - q. Including alternative text “alt” text, a word or phrase that can be inserted as an attribute in an HTML (Hypertext Markup Language) document to tell website viewers the nature or contents of an image;
  - r. Using keywords where appropriate;
  - s. Linking between pages when possible;
  - t. Producing Public Relations press and digital releases with information about opportunities for licensed and non-licensed behavioral health professionals and links to JobsInSoCal website;
  - u. Reaching out to current partners for links to new site;
  - v. Reaching out to web influencers such as bloggers or online authors;
  - w. Establishing Twitter and Facebook campaigns;
  - x. Increasing links to site; and
  - y. Giving search engines “increased social signals”.
- B. Determine which web messages to prioritize and which can be combined for the media buy. This shall include:
- i. Working closely with County ADMHS SCRIP staff to ensure that message and creative recommendations match the recommended media campaign;
  - ii. Providing creative strategy to serve as an outline of what message(s) should be conveyed, to whom, and with what tone;
  - iii. Providing the guiding principles for copywriters who are assigned to develop the advertisements;
  - iv. Creating consistent ads that conform to the identified strategy for campaign messaging, providing:
    - a. Clarity - define what JobsInSoCal is, and how it works;
    - b. Differentiation - declare what makes JobsInSoCal different or better than the competitors;

## EXHIBIT A

- c. Content - provide content and context for all of your marketing communications;
  - d. Consistency: help the end user to recognize the SCRP brand in any media application at a moment's notice.
  - v. Provide copy that explains the brand details, its uniqueness, and the reasons for choosing and using JobsInSoCal; and
  - vi. Determine who the competitors are and create copy that transmits key messaging that sets JobsInSoCal apart from competitors.
- C. Identification of the target market with primary targets to include:
- i. Individuals who meet identified WET workforce needs and who are interested in relocating to Southern California and working in Behavioral Health;
  - ii. Clearly define the target audiences, from both a demographic and psychographic standpoint (relating to interests, attitudes, and opinions); and
  - iii. Prioritize the market audience to target and tailor messages by mediums.
- D. Development of a Media plan to purchase media and to maximize SCRP's marketing project budget;
- E. Provision of a phased advertising program, including:
- i. Selecting and procuring effective media channels;
  - ii. Determining optimum messaging and creative content; and
  - iii. Search engine optimization & online marketing.
- F. Campaign duration shall be for a minimum of 6 months to meet the SCRP key performance indicators (KPI) for digital media, to be determined in consultation with the ADMHS SCRP County staff; which may include:
- i. Website Visits;
  - ii. Video Completion Rate (VCR); and
  - iii. Click-Through-Rate (CTR).
- G. Measurement
- i. Contractor shall monitor web hits to JobsInSoCal on a monthly basis. Beginning in months 4-6 of the project, the web visits will be expected to increase by a minimum of 250% over the previous three months.
  - ii. Web visits should increase by at least 100% over months 4-6 of the project, and for months 9-12 should have an increase of at least 100% over months 7-9.

## EXHIBIT A

H. Contractor shall continuously monitor the geographic diversity of web visitors and undertake corrective marketing efforts to improve penetration in diverse geographic regions.

5. **PROJECT MANAGEMENT.** The Contractor will:

- A. Assign a project manager who works closely with County ADMHS SCRП staff to create and execute all campaign elements.
- B. Conduct a new account audit, in coordination with County ADMHS SCRП staff, to ensure familiarity with current goals and budget parameters to include:
  - i. Marketing plan;
  - ii. Needs assessment;
  - iii. Current KPI target success metrics;
  - iv. Budget allocation;
  - v. Owned assets (web, social, database);
  - vi. Creative asset requirements determined by asset availability and media plan approved by County ADMHS SCRП Team;
  - vii. Attrition language and/or billing requirements;
  - viii. SMART goals (specific, measurable, attainable, relevant and time-bound), as mutually agreed upon by Contractor and County ADMHS SCRП Team; and
  - ix. Media audit & secondary research by medium.
- C. Analyze which components of existing hiring campaigns have been most effective and take care that the SCRП hiring campaign's future direction continues to respect its history.
- D. Provide monthly reporting and campaign recaps to County ADMHS SCRП staff, which showcases the campaign performance.
- E. Link back to the KPI prior to the initial launch with launch date mutually determined by contractor and County ADMHS SCRП staff, setting specific metrics for each advertising channel.
- F. Provide detailed invoices of vendor placement to match against insertion and broadcast orders by the media department, to ensure accurate delivery of media purchases and service performance before invoices are cleared for payment. Payment will then be made by the County ADMHS accounting department.



## EXHIBIT A

6. **TIMELINE** – Tentative Schedule, adjusted as mutually agreed upon by Contractor and ADMHS SCRP staff:

<b>November 2015</b>	Kick-off, Market Research & Analysis, Project Plan & Strategy Creation
<b>November 15- January 31, 2016</b>	Media Launch, SEO and SEM Plan Execution
<b>January 2016 - March 15, 2016</b>	Continuation of Media Plan Execution
<b>June 30, 2016</b>	Contract End

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Rates)

1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$275,750 through June 30, 2016.
2. Payment for Services. Payment for services and/or reimbursement of costs shall be made upon Contractor's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A. Payment is a Flat Fee for Services as indicated in Exhibit B-1 (Schedule of Rates), which includes all travel and expenses.
3. Proper Invoice. Contractor shall submit to County's Designated Representative an invoice or certified claim on the County treasury for the service performed at the completion of each unit of work identified in Exhibit B1. County's representative shall evaluate the quality of the service performed, and if found to be satisfactory, shall initiate payment processing.
  - A. The invoice must show the Board Contract number, the services performed or detailed statement of purchases with receipts, and the rate charged, if applicable.
  - B. County's Designated Representative:

Santa Barbara County  
Department of Alcohol, Drug and Mental Health Services  
Attn: Accounts Payable  
429 North San Antonio Road  
Santa Barbara, CA 93110  
[admhs\\_accounts\\_payable@co.santa-barbara.ca.us](mailto:admhs_accounts_payable@co.santa-barbara.ca.us)
4. Correction of Work. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.

## EXHIBIT B1

### SCHEDULE OF RATES AND CONTRACT MAXIMUM

PERSONNEL COSTS	COST PER HOUR	ESTIMATED HOURS	TOTAL COST
Project Manager	\$150	50	\$7,500
Account Services	\$150	55	\$8,250
Media Services	\$150	100	\$15,000
Creative Services	\$150	75	\$11,250
Digital Services	\$150	150	\$22,500
Account Admin	\$150	75	\$11,250
<b>SUBTOTAL</b>			<b>\$75,750</b>
<b>MEDIA COSTS</b> The units of services and cost will vary based on the approval of ADMHS SCRP media plan but may include the following types of media:	<b>COST PER UNIT</b>	<b>ESTIMATED UNITS OF SERVICE</b>	<b>TOTAL COST</b>
Online Video	\$25	1,600	\$40,000
Online Display	\$8	4,375	\$35,000
Mobile Video	\$12	2,500	\$30,000
Mobile Display	\$8	2,500	\$20,000
Google PPC/SEM	\$10	3,500	\$35,000
Paid Social Display	\$3	5,000	\$15,000
<b>SUBTOTAL</b>			<b>\$175,000</b>
<b>MARKETING PLAN COSTS</b>			<b>TOTAL COST</b>
MARKETING PLAN			\$25,000
<b>SUBTOTAL</b>			<b>\$25,000</b>
<b>TOTAL CONTRACT MAXIMUM AMOUNT NOT TO EXCEED:</b>			<b>\$ 275,750</b>

# EXHIBIT C

## Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

## EXHIBIT C

B. Other Insurance Provisions the insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## EXHIBIT C

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY