

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
COLLEEN CHAWLA, Director



AGENDA _____ July 11, 2023

OFFICE OF THE AGENCY DIRECTOR

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San Leandro, CA 94577

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June 21, 2023

The Honorable Board of Supervisors
County of Alameda
1221 Oak Street
Oakland, California 94612

**SUBJECT: APPROVE A FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT WITH
BROWNEINC TO CONTINUE PROVIDING BRAND REDESIGN SERVICES**

Dear Board Members:

RECOMMENDATION:

Approve a First Amendment to the Standard Services Agreement (Procurement Contract No. 23848) with Brownelnc (Principal: Patrick Browne; Location: Larkspur, CA) to continue providing brand redesign services, extending the term from 6/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$300,000 to \$716,850 (\$416,850 increase)

DISCUSSION/SUMMARY:

Alameda County Health Care Services Agency (HCSA) is responsible for a broad range of services and programs that promote the health and wellbeing of Alameda County residents. HCSA is the local health jurisdiction (LHJ) for the County, holding responsibility for various state and federal health mandates. HCSA served as the lead for Alameda County's response to the COVID-19 pandemic and plays a significant role in supporting a robust local health care safety net. The Agency centers health equity in its work and is committed to reducing disparities and improving outcomes for under-resourced communities.

Key communications lessons learned through the pandemic include a demonstrated need for a cohesive and strong brand identity that associates HCSA as a trusted and known resource for critical health services and programs. Through an engagement with Brownelnc which your Board approved on May 24, 2022 (File #30843, Item #9), HCSA's Brand Redesign Project aims to:

- Integrate and coordinate major brands within the agency so that HCSA communicates more effectively with the communities served and improves health emergency response; and
- Simplify the message of being a large and complex integrated system of services that offers several continuums of care for multiple populations.

To date, the project discovery and initial design phases have included significant input and feedback from staff and external stakeholders to ensure the final brand identity embraces HCSA's character, personality, and tone, as is consistent and easy for the public to understand. The project is guided by a Steering Committee, comprised of representatives from all four HCSA Departments, which works in partnership with the HCSA Executive Team. HCSA has agreed to an "endorser" brand architecture strategy to develop logo systems and department brands that are aligned visually and structurally, while

supporting nuanced departmental and program identities. The final strategy will include branding guidelines for multiple communications channels; as well as an extensive website redesign strategy, plan, and timeline. The website itself will be built by Alameda County Information Technology Department.

HCSA requests your Board to approve a First Amendment to the Standard Services Agreement with Brownell Inc to continue providing brand redesign services extending the term from 6/1/22 – 6/30/23 by 12 months to 6/30/24 and increasing the total not-to-exceed amount from \$300,000 to \$716,850 (\$416,850 increase). Your Board's approval of this amendment will allow the completion of the following:

- Design of additional logo systems to align with the newly established agency and department logos and visual identity;
- Evaluation of and strategic design framework for content housed across 20+ existing HCSA-related websites;
- Content development for website, reflecting stakeholder input, using qualitative and quantitative data from surveys, web analytics, and end user feedback;
- Refinement of design and strategy through additional stakeholder feedback rounds;
- Organization of existing downloadable materials, reports, and other documents for inclusion on the final HCSA website; and
- Brand launch materials including signage for office doors, transportation decals, uniform/apparel where existing, and specialty items.

SELECTION CRITERIA/PROCESS:

On February 4, 2022, HCSA released the Request for Proposal (RFP) No. HCSA-900322V2, entitled "Brand Re-Design Services to Improve Health Emergency Response and Service Delivery," which was posted on GSA's Contracting Opportunities website and sent to subscribers of GSA's Professional Services – Current Contracting Opportunities and more than 4,200 providers, program partners and contacts. Additionally, the opportunity was shared with various County Departments involved with communications for distribution to their own networks of providers. On the bid due date of March 7, 2022, 6 bid responses were received. The County Selection Committee (CSC) evaluated and scored bid responses according to criteria included in the RFP. Of the 6 bid responses, the 3 highest ranked bidders were invited for interviews. The CSC determined that awarded bidder met the full scope of requirements stated in the RFP and demonstrated a good understanding of the County's need to develop a strong and cohesive brand identity that represents the diversity of the services offered as well as the communities HCSA serves. Since federal funding is being used for these contracts, the Auditor-Controller Agency, The Office of Contract Compliance and Reporting approved the waiver of Small, Local and Emerging Business (SLEB) program requirements on May 6, 2022 (Federal Grant SLEB Waiver No. #F 2024-A1).

FINANCING

Funding for the recommendation (\$416,850) comes from American Rescue Plan Act (ARPA) special revenue fund's first tranche (\$225,861), which was accepted by your Board on December 21, 2021 (Item No. 34), and ARPA special revenue fund's second tranche (\$190,989), which was accepted by your Board on December 6, 2022 (Item No. 45), and is included in the FY 23-24 Approved Budget. The funds are being used for the provision of health emergency response communications. Approval of these recommendations will have no impact on net County cost.

The Honorable Board of Supervisors

June 21, 2023

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VISION 2026 GOAL

Building a cohesive and strong brand identity for HCSA as a trusted and known resource for information will support increased equitable access to services and improve health emergency response. Brand redesign services meet the 10X goal pathway of **Healthcare for All** in support of our shared visions of a **Thriving & Resilient Population**, **Safe & Livable Communities** and **Healthy Environment**.

Sincerely,

DocuSigned by:



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Colleen Chawla, Director

Health Care Services Agency

FIRST AMENDMENT TO STANDARD SERVICES AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and BROWNEINC, ("Contractor") with respect to that certain agreement entered by them on June 1, 2022, (referred to herein as the "Agreement") pursuant to which Contractor provides Brand Redesign Services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County.
2. The term of the Agreement is currently scheduled to expire on June 30, 2023. As of the date this First Amendment is executed by the County, the term of the Agreement is extended through June 30, 2024.
3. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed four hundred sixteen thousand eight hundred fifty dollars (\$416,850). As a result of these additional services, the not to exceed amount has increased from three hundred thousand dollars (\$300,000) to seven hundred sixteen thousand eight hundred fifty dollars (\$716,850) over the term of the Agreement and any amendments.
4. Paragraph 8, Payment, is amended and replaced by the following:
 8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B-1 hereto.

Procurement Contract No. 23848

5. Paragraph 20, Termination, of the Standard Services Agreement is amended by changing the shall not exceed amount in the last sentence from \$300,000 to \$716,850 and by changing the reference from "Exhibit B" to "Exhibit B-1".
6. Exhibit A is amended and replaced in their entirety by Exhibit A-1, Revised Definition of Services, which is attached to this First Amendment and incorporated into the Agreement by this reference.
7. Exhibit B is amended and replaced in their entirety by Exhibit B-1, Revised Payment Terms, which is attached to this First Amendment and incorporated into the Agreement by this reference.
8. An Exhibit D-1, a current Debarment and Suspension Certificate executed by Contractor, is attached to this Amendment, and incorporated into and made a part of the Agreement by this reference.
9. Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

COUNTY OF ALAMEDA

BROWNEINC

By: 
Signature

By: 
Signature

Name: NATE MILEY
(Printed)

Name: Patrick Browne
(Printed)


Title: President of the Board of Supervisors

Title: President

Date: 8.8.23

Date: 6/13/2023

Approved as to Form:
Donna R. Ziegler, County Counsel

By: 
K. Joon Oh
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this First Amendment in his/her authorized capacity and that by his/her signature on this First Amendment, he/she or the entity upon behalf of which he/she acted, executed this First Amendment.

**EXHIBIT A-1
REVISED DEFINITION OF SERVICES**

Contractor Name:	BROWNEINC
Contracting Department:	Health Care Services Agency (HCSA)
Original Agreement Term:	7/1/22-6/30/23
Original Agreement Amount:	\$300,000
FIRST AMENDMENT TERM:	7/1/23 – 6/30/24 (12-month extension)
FIRST AMENDMENT AMOUNT:	\$416,850
Total Not-to-Exceed Amount:	\$716,850

- I. Contractor shall provide BRAND REDESIGN SERVICES set on this Exhibit A-1.**
- A. This Exhibit A-1 has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 900322, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A-1 including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- B. The RFP and Response, which are incorporated into this Agreement by this reference, may be relied upon to interpret this Agreement and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

II. PROGRAM OVERVIEW

- A. Alameda County is the seventh (7th) most populous county out of 58 in the State of California, with high racial/ethnic, economic, and geographic diversity encompassing nearly 1.7 million people across urban, suburban, and rural regions. Alameda County includes a large unincorporated area, for which County agencies have jurisdictional responsibility. The Alameda County Health Care Services (HCSA) is the local health jurisdiction (LHJ) for the entire County, holding responsibility for various state and federal health mandates. HCSA employs over 1500 staff across four departments, each of which contain multiple divisions, units, and programs: Office of the Agency Director (OAD), Public Health (ACPHD), Behavioral Health (ACBH), and Environmental Health (DEH). OAD includes Emergency Medical Services, Office of Homeless Care and Coordination, the Center for Healthy Schools and Communities, and Health Program of Alameda County (HealthPAC), which provides affordable health care to uninsured people living in Alameda County.

- B. In January 2020, HCSA's newly appointed Communications Director presented the findings of an agency-wide communications audit to the HCSA Executive and Agency Leadership teams. Key findings of the audit included:
1. Multiple logos and brands across many programs, units, divisions, and departments, and no governance structure for logo use/development;
 2. No agency wide style guidelines for internal and external facing collateral; and
 3. Multiple websites and social media accounts, with inconsistent content management.
- C. Additionally, over the past two years, there have been key findings and lessons learned as HCSA has led the County's COVID-19 pandemic response:
1. County residents and community partners are unclear/unaware of the connection across HCSA's departments and programs, and accessing our breadth of services and programs can be confusing;
 2. Emergency communications are hindered by disjointed platforms and modes of communication;
 3. Existing visual collateral and templates are not easily adaptable for Alameda County's multiple threshold languages; and
 4. Accessibility for people with visual or other impairments is inconsistent across existing collateral.
- D. The main goal of the Brand Redesign Services to Improve Health Emergency Response and Service is to integrate and align the major brands within the HCSA umbrella, allowing us to communicate more effectively with the communities we serve. These goals will:
1. Align program, unit, division, and departmental identities while retaining programmatic autonomy.
 2. Simplify the message of being a large and complex integrated system of services that offers several continuums of care for multiple populations.
 3. Uplift HCSA's progressive values and cutting-edge programs that serve our most vulnerable populations in ways that builds trust with and reflect the communities we serve.
 4. Message to multiple audiences, including a culturally, ethnically, socio-economically diverse target audience of county residents and other audiences, such as health care providers, community partners, local government partners, county and hospital boards, and state and federal agencies.

III. SCOPE

The Contractor shall provide Alameda County Health Care Services Agency with the following services.

- A. Brand Redesign
1. Design and conduct a process to gather feedback from staff and external stakeholders on HCSA identity and brand recognition and public perception and make appropriate recommendations.

2. Develop a brand identity alignment strategy and timeline.
3. Develop brand strategy, including if and how to integrate individual identities across HCSA programs, units and divisions, and departments that may want or require their own identity.
4. Determine need for, and develop new logos, tag lines, longer descriptions or “elevator pitches” and other branding components as appropriate.
5. Create graphic identity, including color palette and tool kit or Style Guide for digital and non-digital assets, including website, social media platforms, and digital backgrounds; presentation templates; letterhead and other print materials; facility signage and branded materials (e.g., pens, mugs, etc.)
6. Develop brand platform guidelines that embrace HCSA’s character, personality, and tone and provides a common voice that tells the public who we are.
7. Develop a plan, graphic element and strategy to help integrate HCSA under the County of Alameda umbrella brand.
8. Align up to (6) program logos for consistency with graphic identity and style guide
9. Define how we will measure success. Please include any additional branding elements or strategies that should be considered to reach our objectives.

B. External Website Redesign Strategy Development

1. Design and conduct a process to gather feedback from staff and external stakeholders on how to improve the HCSA external website, with a particular focus on community users.
2. Evaluate various HCSA program and departmental websites from the vantage point of the community end user and provide written analysis for brand identity alignment and external website design considerations. Make recommendations and design frameworks for the inclusion of the following department sites and related content into the HCSA website
 - (i) HCSA: <https://acgov.org/health/>
 - (ii) ACBH: <https://www.acbhcs.org/>
 - (iii) DEH: <https://deh.acgov.org/index.page>
 - (iv) OAD: <https://www.acgov.org/health/indigent/>
 - (v) PHD: <https://acphd.org/>
3. Develop needed additional content for agency website, as follows:
 - (i) BMI will work with the client to generate a “mini-brief” for each content page / component as well as sourcing needed input and materials
 - (ii) Includes global navigational elements
 - (iii) Includes agency and department level content only
 - (iv) Up to 100 pages of up to 250 words per page
 - (v) Limited to 1 stakeholder per department and 1 member of the project lead team for all pages that are part of the content development work
 - (vi) Feedback to be provided by each stakeholder as “one voice” feedback in the form of our working “Content Manuscript” document

- (vii) Content will be limited to 2 rounds of incremental adjustments beyond the initial content creation
 - (viii) Client will be responsible for legal approval of all content
 - (ix) Includes collection and organization of existing downloadable materials, reports, and other documents for handoff to the development team for inclusion in the website
4. Website content development does not include:
- (i) Agency / department downloadable materials
 - (ii) Data dashboards
 - (iii) Documents
 - (iv) Selection / curation of photography or other graphic elements
 - (v) Non-content functionality
5. Utilize website evaluations, stakeholder engagement, and brand identity redesign elements to provide design and site development process recommendations for a new HCSA external website.
6. Develop website redesign strategy and plan a timeline for County's implementation of the strategy. The website build will be conducted under a different RFP, in partnership with the County's Information Technology Department.
7. Develop strategic content for HCSA programs as follows:
- (i) Website content for the programs below will be developed to support overall agency website design and architecture.
 - (ii) These programs will be represented as living "inside-of" the agency / department website, but with their own "page / pages."
 - (iii) Includes content for (5) programs.
 - (iv) The (5) programs websites to be included shall be chosen by the date indicated on the detail schedule.
 - (v) BrowneMusser to conduct a brief "discovery" exercise for each program, in which we will determine content needs
 - (vi) Content input will be limited to 1 program stakeholder, and 1 stakeholder from the project lead team
 - (vii) Feedback to be provided by each stakeholder as "one voice" feedback in the form of our working "Content Manuscript" document
 - (viii) Content will be limited to 2 rounds of incremental adjustments beyond the initial content creation
 - (ix) Client will be responsible for legal approval of all content
 - (x) Includes collection and organization of existing downloadable materials, reports, and other documents for handoff to the development team for inclusion in the website
 - (xi) Does not include:
 - (a) Program downloadable materials
 - (b) Data dashboards
 - (c) Documents
 - (d) Selection / curation of photography or other graphic elements

- (e) Non-content functionality
- 8. BMI will manage the acquisition, design and production of up to 6 items of brand launch materials to include, but not limited to, entry door vinyl signs, temporary signs, banners, auto decals, worksite brand apparel, business cards, and giveaway items.
- 9. Define how we will measure success. Please include any additional branding elements or strategies that should be considered to reach our objectives.

C. Additional Requirements

- 1. Project management
 - (i) Development, oversight and tracking of project objectives and timeline;
 - (ii) Lead project Steering Committee(s) including meeting facilitation, documentation, and reporting to HCSA Leadership on project progress; and
 - (iii) Coordinate stakeholders within HCSA and across the County, notably with community members, including scheduling and facilitating necessary meetings and providing meeting documentation to HCSA project leadership.
- 2. Design and execute stakeholder research
 - (i) Initial reputation research and interviews with staff and external stakeholders;
 - (ii) Environmental scan of collateral, websites, workplace culture;
 - (iii) Develop research/environmental scan reports for review by project Steering Committee and HCSA Leadership;
 - (iv) Develop plans for beta testing and eliciting iterative stakeholder feedback before finalization; and
 - (v) Incorporate stipends into the stakeholder research plan as necessary for adequate community participation.
- 3. Develop style guides for consistent identity management
 - (i) Tools on intranet for easy access and organizational alignment;
 - (ii) Guidelines for staff, contractors, and partners;
 - (iii) Develop standardized communication tools;
 - (a) Logos;
 - (b) Memos and letterheads;
 - (c) Presentations;
 - (d) Social media and other digital assets including backgrounds;
 - (e) Signature blocks; and
 - (f) Other collateral as needed.
- 4. Lead HCSA external website redesign project management
 - (i) Develop site map following style guides, website reviews, and stakeholder feedback, with focus on phased growth of an integrated website;
 - (ii) Develop, in conjunction with Alameda County Information Technology Department (ITD) who will do the physical build of the new website, a timeline for website development and launch;

- (iii) Provide project management and development oversight to ITD to ensure website design adheres to style guides, stakeholder feedback, and timeline; and
- (iv) Assist HCSA with the implementation of strategic recommendations.

D. Target Population

Diverse audience of county residents and others such as health care providers, community partners, local government partners, county and hospital boards, and state and federal agencies.

IV. PROGRAM DESCRIPTION AND REQUIREMENTS

A. Team: This team will include:

- Patrick Browne, President, Partner
- Jeff Musser, Creative Director, Partner
- Allie Jones, Account Director
- Jason Wertheimer, Director of Marketing Operations & Customer Experience
- James Gassel, Director of Business Operations

B. Hours of Operation: Contractor shall be available to provide services to the County during normal business hours, Monday - Friday: 9am - 5pm.

C. Minimum Staffing Qualifications: Contractor shall have and maintain current job descriptions on file for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions specify the minimum qualifications for services to be performed and shall meet the approval of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

V. SPECIFIC REQUIREMENTS

A. Funding-Related Requirements

The initial source of funding for services included in this Agreement is federal. Future sources for services may include other federal, state, local, or private funds. Contract amendments shall be contingent upon the availability of funds for providing these services. Contractor will be subject to comply with funding source reporting requirements and all other applicable requirements of the funding source, including without limitation the requirements under Exhibit E and Exhibit E-1.

VI. DELIVERABLES AND REPORTS**A. Contract Deliverables and Requirements**

Awarded Contractor shall provide the following deliverables and reports to County:

1. Written report on brand identity, website evaluation, and stakeholder feedback results
2. Visual presentation(s) with results of stakeholder feedback results
3. Style Guide in a shareable, easy to understand format
4. Training and technical assistance on Style Guide
5. Suite of standardized communication tools
6. Project plan and timeline for brand identity alignment project
7. Project plan, including timeline, and site map for external HCSA website redesign
8. Monthly written reports on project status against timeline and project goals
9. Minimum of 1x/month meetings with HCSA Communications Director with documented meeting notes
10. Minimum of 1x/month meetings Project Steering Committee with documented meeting notes

B. Reporting and Evaluation Requirements

Between June 1, 2022, and June 30, 2024, Contractor will fully cooperate with the Health Care Services Agency and participate in relevant communication evaluation efforts. The evaluation performance measures shall address the following questions: 1) How much did we do?; 2) How well did we do it?; and 3) Is anyone better off?

RBA Performance Measures		Target Goal	How to Calculate	Data Source/Output
How much did we do?	Monthly meetings with Steering Committee and Project Lead Team	13	Meeting agendas/notes	
	Written report on brand identity, website evaluation, stakeholder feedback results	3	Written reports: brand identity, website evaluation, stakeholder results	
	Project plan and timeline for brand identity alignment	1	Plan	
	Project plan, timeline, site map for external HCSA website redesign	1 1	Plan Timeline	
	Style guide and suite of standardized communication tools	1 7	Styleguide Communication tools	

RBA Performance Measures		Target Goal	How to Calculate	Data Source/Output
How Well?	Identity rollout plan and timeline, key meetings, with internal and external stakeholders	1 >500 stakeholders engaged	Rollout Plan Attendance report grouped by internal, external stakeholders	
	Number of stakeholders involved throughout the process	100	Surveys, focus groups, interviews, workshops, meetings	
Better Off?	Availability of style guide and identity tools on the intranet for agency wide access	1	Design plan for brand assets, style guide, templates on intranet	
	Launch of new HCSA website	1	Production plan for development team	

Contractor agrees to report on additional measures that are added as they are finalized by HCSA based on county and state measures.

C. Evaluation Tools.

Evaluation tools may include but are not limited to:

1. Monthly Report Template
2. Final Report Template- detailing the activities and outcomes of this effort as described above.
3. Contractor will provide a monthly listing of all hours worked and activities delivered.

D. Reporting.

Contractor completes and submits all required data tracking and reports. Reporting requirements include:

Procurement Contract No. 23848

1. Contractor shall enter data into the evaluation database and/or provide other evaluation data as requested quarterly. Some data may be required monthly as database is developed.
2. Contractor shall provide the Health Care Services Agency (HCSA) with electronic copies of the Monthly Report and Final Report with effort data, challenges, and success stories. The Monthly Report is due on the 10th of every month, for the prior month's activities.
3. If reporting requirements cannot be met by above deadlines, Contractor shall immediately contact the HCSA with the reason for delay and the requested extension. It is within the discretion of HCSA to extend any due date. Lack of notification or failure to meet a deadline will result in fund reduction. Contractor shall include the monthly reports with each invoice in order to receive payment. Alameda County reserves the rights to request additional information from the Contractor.

VII. Brand Alignment and Website Project Timeline - Revised

Task Name	Start	Finish
Alameda County Health Care Services Agency Project Plan	06/01/22	01/01/24
Important Dates	06/01/22	07/13/23
Project 1 - Agency Identity & Brand Alignment	06/02/22	01/01/24
Phase 1 - Brand Discovery	06/02/22	11/18/22
Phase 2 - Brand Strategy Development	11/21/22	02/17/23
Phase 3 - Brand Visual Identity Development	03/02/23	06/02/23
R1 Brand Architecture and Naming Structure	03/02/23	03/02/23
R2 Brand Architecture and Naming Structure	03/09/23	03/09/23
R2 Brand Architecture and Naming Structure	03/09/23	03/09/23
Mood Board Feedback	03/22/23	03/22/23
OAD Input Session	03/21/23	03/21/23
DEH Input Session	03/27/23	03/27/23
ACBH Input Session	03/29/23	03/29/23
PHD Input Session	04/03/23	04/03/23
R1 Agency Logo (review 7 design options in black and white, select up to 5)	03/22/23	03/22/23
R2 Agency Logo (review 5 logo design options in black and white, select top 2)	03/23/23	03/23/23
R2 Agency Logo (review top 2, input on top 1)	04/12/23	04/12/23
R2 Agency Logo (review top 2, decision on top 1; provide input on color palette and type options) + R1 Department Logo Designs (review 3 conceptual directions, select top conceptual direction, color palette)	05/05/23	05/05/23
R3 Agency Logo (review refinements to top agency logo design, type) + R2 Department Logo Designs (review options and select logo design)	05/12/23	05/12/23
R4 Agency Logo (agency logo design, color palette, type refinements) + R3 Department Logo Designs (logo design refinements)	05/19/23	05/19/23
HOLD for final design nuances	05/22/23	05/26/23
Final Visual Identity Design System (agency logo, department logos, color palette, logo, type report out)	05/29/23	06/02/23
Phase 4 - Brand Messaging Framework Development	06/05/23	06/30/23
R1 Brand Messaging Development	06/05/23	06/06/23
R2 Brand Messaging Development	06/12/23	06/16/23
R3 Brand Messaging Development	06/19/23	06/23/23
R4 Brand Messaging Development	06/26/23	06/30/23
Phase 5 - Style Guide & Asset Template Development	07/03/23	08/25/23
R1 Templates	07/03/23	07/07/23
R2 Templates	07/10/23	07/14/23
R3 Templates	07/17/23	07/21/23
R4 Templates	07/24/23	07/28/23
R1 Style Guide	07/31/23	08/04/23
R2 Style Guide	08/07/23	08/11/23
R3 Style Guide	08/14/23	08/18/23
Finalize Materials	08/21/23	08/25/23
Phase 6 - Deployment Strategy & Production	08/28/23	10/06/23
R1 Materials Design	08/28/23	09/01/23
R2 Materials Design	09/04/23	09/08/23
R3 Materials Design	09/11/23	09/15/23
Production & Printing	09/18/23	10/06/23
Phase 7 - Program Logo Development (8)	10/09/23	01/01/24
Select Program Logos for Design (8)	10/09/23	10/09/23
Program Logo Discovery	10/10/23	10/23/23
Creative Brief Development	10/24/23	11/06/23
R1 Logo Development	11/07/23	11/20/23
R1 Logo Review	11/21/23	11/27/23
R2 Logo Development	11/28/23	12/11/23
R2 Logo Review	12/12/23	12/18/23
R3 Logo Development	12/19/23	12/25/23
R3 Logo Approval	12/26/23	01/01/24
Project 2: Website Redesign Project Plan	03/09/23	03/25/24
Phase 1 - Discovery	03/09/23	08/18/23
Website Audit & Info State Site Analysis	03/09/23	03/23/23
Steering Committee Info Session	03/09/23	03/09/23
Analytics Review	03/10/23	03/23/23
Focus Groups - Understanding of current site users & needs	04/03/23	04/14/23
OAD (Group 1) Info Session	04/03/23	04/03/23
OAD (Group 2) Info Session	04/10/23	04/10/23
DEH Info Session	04/03/23	04/03/23
PHD Info Session	04/07/23	04/07/23
ACBH Info Session	04/14/23	04/14/23
Info Session Synthesis	04/17/23	04/28/23
User Engagement: Define global site users and possible future users	05/01/23	07/21/23
Refine and Clarify Specific Users & Needs	07/24/23	08/18/23

Phase 2 - Definition (Wireframes)	08/21/23	10/27/23
R1 Website Definition - Info Architecture	08/21/23	09/15/23
R2 Website Definition - Info Architecture Update	09/18/23	09/29/23
R4 Website Definition - Wireframes	10/02/23	10/13/23
R5 Website Definition - Additional Wireframes	10/16/23	10/27/23
Phase 3 - Website Content Development (Agency & Department)	10/02/23	03/22/24
Collect and organize existing documents and downloads	10/02/23	01/12/24
Discovery / Brief Development	10/02/23	11/10/23
Content Manuscript Shell Development	10/30/23	11/24/23
R1 Content Development	11/27/23	12/22/23
R1 Content Review	12/25/23	01/05/24
R2 Content Development	01/08/24	01/19/24
R2 Content Review	01/22/24	01/26/24
R3 Content Development	01/29/24	02/09/24
Content Legal Approval & Adjustments	02/12/24	02/16/24
Handoff of content and materials to development team	02/19/24	02/23/24
Dev team "Loads" content into website	02/26/24	03/22/24
Phase 4 - Website Content Development (Select Programs)	10/02/23	03/22/24
Select Program Websites (5)	10/02/23	10/02/23
Discovery / Brief Development	10/03/23	11/13/23
R1 Content Development	11/27/23	12/22/23
R1 Content Review	12/25/23	01/05/24
R2 Content Development	01/08/24	01/19/24
R2 Content Review	01/22/24	01/26/24
R3 Content Development	01/29/24	02/09/24
Content Legal Approval & Adjustments	02/12/24	02/16/24
Handoff of content and materials to development team	02/19/24	02/23/24
Dev team "Loads" content into website	02/26/24	03/22/24
Phase 5 - Website Design	10/30/23	12/08/23
Handoff of Content Manuscript Shell	10/30/23	11/10/23
R1 Website Design	11/13/23	11/17/23
R2 Website Design	11/20/23	11/24/23
R3 Website Design	11/27/23	12/01/23
R4 Website Design	12/04/23	12/08/23
Phase 6 - Production	12/11/23	02/16/24
Production Oversight	12/11/23	02/16/24
Launch Rebrand and Website	03/25/24	03/25/24

VIII. Contact Information

	Health Care Services Agency	Contractor
Program Contact	Austin Wingate	Patrick Browne
Email	Austin.Wingate@acgov.org	patrick@brownemusser.com
Address	1100 San Leandro Blvd 4th Fl San Leandro, CA 94577	10 Rice Lane Larkspur, CA 94939
Phone	510-208-5905	(917) 863-0203

EXHIBIT B-1
REVISED TERMS AND CONDITIONS FOR PAYMENT

Contractor Name: BROWNEINC

Contracting Department: Health Care Services Agency (HCSA)

Original Agreement Term: 6/1/22–6/30/23 **Original Agreement Amount:** \$300,000

First Amendment Term: 7/1/23–6/30/24 **First Amendment Amount:** \$416,850

Cumulative Contract Term: 6/1/22-6/30/24 **Total Not-to-exceed Amount:** \$716,850

I. BUDGET

Budget Line Items	Amount
Salary Expenses	
Patrick Browne	\$47,250
Jeff Musser	\$183,350
Allie Jones	\$241,250
Jason Wertheimer	\$119,950
James Gassel	\$53,050
Salary Expenses Subtotal	\$644,850
Sub-contract Expenses	
Subcontract Expenses Subtotal	--
Operating Expenses (Including Supplies)	
- Stipends (breakdown costs)	\$12,000
- Research implementation support	\$10,000
Operating Expenses Subtotal	
Indirect Expenses	--
(Not to exceed 10% of total budget)	
Brand launch materials	\$50,000
Total Budget Request	\$716,850

II. TERMS AND CONDITIONS OF PAYMENT

1. Total payment under the terms of this Agreement will not exceed the total amount of seven hundred sixteen thousand eight hundred fifty dollars (\$716,850.00). This cost includes all taxes and all other charges. Funds shall be used solely in support of the project's program budget.
2. Services are rendered as needed. The County does not guarantee that the not-to-exceed amount will be reached based on the need for services.

3. Contractor shall invoice the County monthly for actual expenses incurred, not exceeding \$34,737.50 per month without written approval of the HCSA staff, for the term of this agreement.
4. Each monthly invoice must be accompanied by a narrative summary of services provided during that invoice period referencing the deliverables and timeline included in Exhibit A-1.
5. Sub-contacting expenses may be invoiced separately as needed throughout the term of this agreement and will not exceed \$10,000.00 in total unless approved in writing in advance of issuance of increased invoice amount.
6. Budget amounts may vary between budget categories only with HCSA prior written consent.
7. The County and/or Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the Agreement or another agreement between Contractor and the County. Such matters of non-compliance may include, but are not restricted to, the delivery of services, submission of consumer service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations.

III. INVOICING PROCEDURES

1. Contractor shall submit monthly invoices, and any other back up documentation of its expenses as requested.
2. Invoices, including the Purchase Order (PO) number, invoice date, invoice number, service period, contract balance, actual expenditures (according to approved budget in Exhibit B-1), invoice total amount, and all required reporting, shall be emailed to: Austin Wingate at Austin.Wingate@acgov.org.
3. County shall use best efforts to process invoice submitted for reimbursement by Contractor within forty-five (45) working days of receipt, review, and approval of invoice, reports, and any other back up documentation as requested.
4. Contractor shall submit all claims for reimbursement under this Agreement within forty-five (45) days following the expiration of this Agreement. All claims submitted after forty-five (45) days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after forty-five (45) days following the expiration date of the Agreement will be disallowed under audit by the County.

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT C

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Professional Liability/Errors & Omissions Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	Endorsements and Conditions: <ol style="list-style-type: none"> ADDITIONAL INSURED: All insurance required above with the exception of Professional Liability, Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VI or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 01/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PENNBROOK INS SERVICES INC/PHS 57554600 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (A/C, Mo, Ext): (866) 467-8730 FAX (A/C, Mo): E-MAIL: ADDRESS:																									
INSURED BROWNEINC. 10 RICE LN LARKSPUR CA 94039		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Sentinel Insurance Company Ltd.</td> <td>NAICS:</td> <td>11000</td> </tr> <tr> <td>INSURER B:</td> <td>Property and Casualty Insurance Company of Hartford</td> <td></td> <td>34600</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A:	Sentinel Insurance Company Ltd.	NAICS:	11000	INSURER B:	Property and Casualty Insurance Company of Hartford		34600	INSURER C:				INSURER D:				INSURER E:				INSURER F:			
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INSURER C:																											
INSURER D:																											
INSURER E:																											
INSURER F:																											

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		57 SBA BH3345	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:						DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRER AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	W/A		57 WEC G17853	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER

 The County of Alameda
 1000 SAN LEANDRO BLVD
 SAN LEANDRO CA 94577-1508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 57 SB ABH3345

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

County of Alameda, its Board of Supervisors, the individual members thereof, and all County Officers, agents, employees volunteers, and representatives

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**EXHIBIT D-1
COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds
and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

☐ **Check if continued on the attached page.**

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute the signature of this Certification.

CONTRACTOR: BROWNEINC

PRINCIPAL: Patrick Browne

TITLE: President

SIGNATURE:

DocuSigned by:

Patrick Browne

608675C5E72B4EB...

DATE:

6/13/2023