

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE SOCIAL CHANGERY, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and The Social Changery, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement on October 3, 2023, for marketing campaign services for the term September 15, 2023 through June 30, 2024, for a maximum obligation of \$120,000; and

WHEREAS, the parties wish to amend the Agreement to provide social media outreach for the Health Decoded campaign and conduct a perinatal outreach campaign, increasing the maximum amount by \$450,000 for a total amount not to exceed \$570,000 and extending the term of the Agreement through June 30, 2025.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$570,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

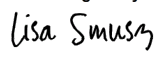
2. Section 4. Term of the Agreement is amended to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2023, through June 30, 2025.

3. Exhibit A is hereby deleted and replaced with Exhibit A1 attached hereto.
4. Exhibit B is hereby deleted and replaced with Exhibit B1 attached hereto.
5. **All other terms and conditions of the agreement dated October 3, 2023, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**For Contractor: The Social Changery, LLC**

<small>DocuSigned by:</small>  <small>02AFBD2AB9FF4CD...</small>	<u>01/12/2024</u>	<u>Lisa LP Smusz</u>
Contractor Signature	Date	Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**EXHIBIT A1**  
The Social Changery, LLC  
FY 2023-2025

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Services

The Contractor will craft and refine a marketing campaign strategy that includes strategic planning, focus group facilitation, advisory meetings, social media planning, and content creation. This approach will effectively communicate the transformative impact of the San Mateo County Mental Health Services Act (MHSA) on behavioral health services and ensure resonance with a diverse range of audiences.

1. Focus Groups – Contractor will design the focus group to gather valuable insights from Behavioral Health and Recovery Services (BHRS) clients, family members, community groups and stakeholders to shape the campaign messaging, ensuring that it effectively resonates with the target audience. Activities will include, but not limited to, the following:
  - a. Contractor will assist BHRS in identifying and recruiting participants from diverse backgrounds and representative of the target audience segments.
  - b. Contractor will develop a facilitation guide and lead up to two (2) virtual focus group discussions and one “train-the-trainer” workshop with BHRS staff to support them in leading any in person focus groups.
    - i. BHRS staff will facilitate any in person sessions using the facilitation guide and with guidance from the Contractor. BHRS will directly provide stipend compensation to all focus group participants.
  - c. Contractor will analyze the collected data to identify recurring themes, insights, and patterns.
2. Strategy Development - in partnership with BHRS, Contractor will develop an impactful marketing campaign strategy including a unique slogan, key messages, and tactics for engaging the target audience. The communication plan will include, but not limited to, the following:
  - a. Contractor will complete a comprehensive analysis of the target audience.

- b. Contractor will build on insights from the audience analysis, to craft a unique campaign message.
  - c. Contractor will create a framework of key messages that support the campaign's main message and resonate with different audience segments.
    - i. BHRS will provide resources/staff for any translation and/or transadaptation required for messaging.
    - ii. Contractor will provide support to BHRS in the translation and/or transadaptation process.
  - d. Contractor will outline the most effective communication tactics and channels to reach the target audiences and integrating a multilingual approach.
  - e. Contractor will facilitate up to three (3) virtual advisory meetings with an MHSA workgroup scheduled for October 12, November 9, and December 14, 2023 to gather ongoing feedback and ensure campaign alignment with objectives.
    - i. The MHSA Manager will be responsible for convening the group and all meeting logistics (zoom link, notifying the group and ongoing communication).
3. Social Media Plan & Content Creation - building upon the learnings from the focus group and the developed communications plan the Contractor will develop a comprehensive social media plan and design services for posts and engagement strategies. This plan will include, but not limited to, the following:
- a. Contractor will plan content themes aligned with MHSA's key messages and milestones to keep the campaign relevant and engaging.
  - b. Contractor will identify the most suitable social media platforms for reaching the target audience, considering factors such as demographics and engagement patterns.
  - c. Contractor will design visually appealing content including visuals, images, and copy that convey the essence of MHSA's impact and benefits.
  - d. Contractor will craft compelling narratives and stories that showcase real-life examples of how MHSA has positively influenced behavioral health services, creating relatable and inspiring content.
4. Marketing Strategies – the final campaign strategy design and implementation activities are “to be determined” and will be informed by the focus groups, ongoing advisory workgroup, and can include, but not limited to collateral design, video production, postcard mailing, advertising, etc.

5. Project Management
  - a. Contractor will manage ongoing deliverables and planning via email communications and meetings with the MHSA Manager as needed and requested.

## B. Services for Health Decoded Campaign

The Contractor will work with the AOD Prevention staff to continue the transition of the Cannabis Decoded campaign into the Health Decoded campaign that will address the educational needs of youth 14-25 years old and their parents.

- i. **Program Administration.** Manage overall performance of all campaign components.
- ii. **Website.** Complete transition of the Decoded campaign website.
- iii. **Social Media.** Continue the management of the social media campaign. Including production of native and paid media assets.
- iv. **Partnership Program.** Work with CBO and community partners in the development of campaign assets. Update the parent workshop to incorporate youth mental health.
- v. **Escape Room Game.** Adapt the Decoded Escape Room game into the post-pandemic environment, which may include a mail option or singular play through hand-held devices. This campaign component will include staffing up to four community events in San Mateo County.
- vi. **Youth Council.** All campaign components will be overseen and guided by working with a youth council.
- vii. **Evaluate Campaign.** Conduct pre- and post- surveys and community listening sessions to determine campaign effectiveness.

## C. Services for AOD Perinatal Outreach Campaign

The Contractor will work with AOD Treatment staff to develop an education campaign to connect pregnant and parenting women who use substances to treatment services.

- i. **Initial Perinatal Content Development.** Utilize existing Health Decoded platforms to develop initial round of content to reach as new messages and materials are developed.
- ii. **Audience Analysis.** Ensure deep understanding of target audience and inform messaging and strategies.
- iii. **Message and Strategy Development.** Build on learnings from Audience Analysis to develop compelling messages and strategies. Include field testing with members of target audience.

- iv. **Campaign Launch and Execution.** Contingent on resources available, develop campaign strategy design to include collateral design, video production, postcard mailing, advertising, etc.
- v. **Monitor Campaign Performance.**

D. Health Order Compliance Requirements

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at [https://www.dir.ca.gov/dosh/coronavirus/Non\\_Emergency\\_Regulations/](https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/).

\*\*\* END OF EXHIBIT A1 \*\*\*

**EXHIBIT B1**  
The Social Changery, LLC  
FY 2023-2025

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

I. **PAYMENTS**

A. **Maximum Obligation**

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed FIVE HUNDRED SEVENTY THOUSAND DOLLARS (\$570,000).

B. **Rates and Method of Payment**

Payments shall be made based on the rate schedule below. All services will be provided virtually, the rate schedule is inclusive of all personnel, fringe benefits, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project.

- a. For the term of September 15, 2023 through June 30, 2024, the total obligation is ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000), County shall pay Contractor per the following rate schedule:

<b>Deliverable</b>	<b>Total per deliverable</b>
<b>Focus Groups</b> <ul style="list-style-type: none"><li>• Facilitation Guide</li><li>• Facilitator training</li><li>• Conduct up to 2 virtual Focus Groups</li><li>• Analyze data</li></ul>	\$12,000



<b>Strategy Development</b> <ul style="list-style-type: none"> <li>• Target audience analysis</li> <li>• Campaign messaging</li> <li>• Framework of key messages</li> <li>• Identify strategies, tactics and communication mechanisms</li> <li>• Facilitate up to 3 workgroup meetings</li> </ul>	\$20,000
<b>Social Media Plan and Content Creation</b> <ul style="list-style-type: none"> <li>• Develop content themes</li> <li>• Identify social media strategies</li> <li>• Design content</li> <li>• Craft narratives and stories of MHSA impact</li> </ul>	\$18,000
<b>Campaign Strategy Implementation</b> <ul style="list-style-type: none"> <li>• Strategies to be determined</li> </ul>	Up to \$70,000
<b>TOTAL</b>	<b>\$120,000</b>

b. Health Decoded: For the term of September 15, 2023 through June 30, 2024, the total obligation is THREE HUNDRED THOUSAND DOLLARS (\$300,000), County shall pay Contractor per the following rate schedule:

<b>Deliverable</b>	<b>Total per Deliverable</b>
<b>Deliverable 1: Program Administration</b> 1.1 Project Management: facilitation of essential communication, coordination of the Health Decoded campaign, collaboration with partner counties for increased impact, monthly client updates, and timely delivery of quarterly status reports to San Mateo County	\$11,025
<b>Deliverable 2: Website</b>	

<p>2.1 Website Technical Hosting and Support: includes hosting on Pantheon server, monitoring, and regular site maintenance for the duration of the contract period.</p> <p>2.2 Content Management: enhancing website content by actively monitoring current health issues, conducting regular reviews of existing information, and continuously sourcing resources to augment site content.</p> <p>2.3 Website Enhancement: revamping the website with a focus on design, page creation, development, rigorous testing, and other enhancements identified in collaboration with County staff and CBO partners.</p>	<p>\$12,600</p> <p>\$8,820</p> <p>\$26,250</p>
<p><b>Deliverable 3: Social Media</b></p> <p>3.1 Social Media Management: overseeing content posting, sourcing, monitoring, tracking, and engagement management across campaign social media channels throughout the contract period; this includes creating new content, designing assets, establishing content calendars, and implementing plans to boost organic growth and sustainability.</p> <p>3.2 Media Campaign: creation of a County-specific paid media and marketing plan to effectively engage priority audiences and secure media placement; submission of the plan, including strategies and expected reach, for client review and approval; implementation of approved media buy and provision of final report.</p>	<p>\$22,050</p> <p>\$82,754</p>

<p>3.3 Asset Development: production of media assets and content for the implementation of the media and marketing plan, covering topics including cannabis education and prevention, mental health resource promotion, and the digital escape game promotion; may include activities such as copywriting, graphic design, image sourcing and/or videography.</p>	<p>\$13,125</p>
<p><b>Deliverable 4: Partnership Program Grants</b></p> <p>4.1 Partnership Program Grants: payments to CBO partner programs for participation in Decoded activities and promotion.</p> <p>4.2 CBO Partnership Technical Assistance: includes the recruitment of CBO organizations, development of custom outreach strategies, facilitation of monthly meetings and trainings, reporting, and distribution of grants.</p> <p>4.3 Parent/Caregiver Presentation &amp; Materials: revision and augmentation of current parent workshop materials to create a series of parent and caregiver workshops to address local community needs.</p> <p>4.4 Youth TikTok Program: update of current Youth TikTok Program to focus on development of peer social content and utilization of art as a healing practice; update involves creating program curriculum, materials, and a facilitation guide.</p>	<p>\$21,000</p> <p>\$8,925</p> <p>\$10,763</p> <p>\$10,238</p>

<p>4.5 Collateral Materials: development of additional collateral materials as specified by San Mateo County staff and CBOs, including content creation, professional graphic design, and translation of parent materials as required. (Printing not included)</p>	<p>\$10,500</p>
<p>Deliverable 5: <b>Decoded Escape Room Game</b>  5.1 Decoded Escape Mail Adaptation &amp; Training: modification of the guide based on audience feedback from San Mateo County staff, Youth Council, and CBO partners, development of a facilitation guide for implementation and provision of one facilitation training, including supplies, for participating groups.  5.2 Decoded Safe Activation: participation in up to four San Mateo County events to activate the Decoded "Crack the Safe" game, including two Changery staff members responsible for transportation, setup, collateral materials, and game facilitation</p>	<p>\$5,250  \$10,500</p>
<p>Deliverable 6: <b>Youth Council</b>  6.1 Youth Council Implementation: establishment of a partnership with a designated youth development organization, provision of compensation, creation of materials for youth council sessions, youth council meeting attendance, and generation of reports.</p>	<p>\$17,325</p>
<p>Deliverable 7: <b>Research and Evaluation</b>  7.1 Program Evaluation: creation of pre- and post-evaluation</p>	<p>\$7,875</p>

surveys for each program implementation activity, hosting of surveys, monitoring of responses, and development of reports.	
7.2 Community Listening Sessions: hosting of virtual community listening sessions with county-identified priority groups, involving creation of promotional recruitment materials and a facilitation guide, conducting of sessions, and production of report of findings to include recommendations for future implementation of the campaign.	\$21,000
<b>TOTAL</b>	<b>\$300,000</b>

- c. AOD Perinatal Outreach: For the term of January 1, 2024 through June 30, 2025, the total obligation is ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), County shall pay Contractor per the following rate schedule:

<b>Deliverable</b>	<b>Total per Deliverable</b>
<p><b>Initial Perinatal Content Development</b></p> <p>To bridge the gap during the audience analysis and message testing phases, The Social Changery will develop an initial round of content to reach the broader audience. This content will serve as an interim solution to maintain engagement and awareness while more targeted materials are being refined.</p> <p>The deliverables for this phase include:</p> <ul style="list-style-type: none"> <li>● Create engaging and informative content that links to available</li> </ul>	\$3,000

<p>perinatal AOD resources.</p> <ul style="list-style-type: none"> <li>● Tailor the initial content to resonate with the identified community, pending the detailed insights from the audience analysis.</li> </ul>	
<p><b>Audience Analysis</b>  Facilitate an audience analysis process to ensure a deep understanding of the target audience and inform impactful messaging.  This phase will include the following steps:</p> <ul style="list-style-type: none"> <li>● Working with San Mateo County to define &amp; prioritize the desired target audience</li> <li>● Collaborate with San Mateo County (SMC) to identify and recruit participants from diverse backgrounds, ensuring representation of the target audience segments.</li> <li>● Develop a survey or facilitation guide tailored to the virtual environment, and lead up to two virtual listening sessions with the target audience.</li> <li>● Analyze data collected from the listening sessions and/or surveys to identify recurring themes, insights, and patterns.</li> </ul>	<p>\$12,000</p>
<p><b>Message and Strategy Development</b>  Building on the insights gathered in the audience analysis phase, The Social</p>	<p>\$35,000</p>

<p>Changery will craft compelling messages and strategies. This phase will include the following key elements:</p> <ul style="list-style-type: none"> <li>● Utilize audience insights to develop messages that will resonate effectively with the target audience.</li> <li>● Identify the most suitable platforms for reaching the target audience, using the analysis and considering factors such as demographics and engagement patterns.</li> <li>● Develop a robust marketing campaign strategy including key messages, and tactics to engage the target audience.</li> <li>● Collaborate with SMC to tailor materials and strategies that align with the identified target audience and campaign goals.</li> <li>● Pilot test messages and strategies with members of the target audience</li> </ul>	
<p><b>Campaign Launch and Execution</b></p> <p>The campaign launch phase will focus on executing the finalized campaign. This includes the following steps:</p> <ul style="list-style-type: none"> <li>● Conduct campaign strategy design and implementation to include activities such as: collateral design, video production, postcard mailing, advertising, etc.</li> </ul>	<p>\$100,000</p>

<ul style="list-style-type: none"> <li>● Implement a multi-channel approach to effectively disseminate campaign materials and engage the target audience.</li> <li>● Monitor and optimize the campaign based on real-time insights to ensure maximum impact.</li> </ul>	
<b>TOTAL</b>	<b>\$150,000</b>

- d. Modifications to the allocations in Paragraph A of this Exhibit B1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- e. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- f. In the event this Agreement is terminated prior to June 30, 2025, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- g. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- h. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables.



Invoices are to be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Doris Estremera  
[destremera@smcgov.org](mailto:destremera@smcgov.org)

For invoices related to Health Decoded, invoices are to be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Edith Cabuslay  
[ecabuslay@smcgov.org](mailto:ecabuslay@smcgov.org)

For invoices related to AOD Perinatal Outreach, invoices are to be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
Attn: Diana Campos-Gomez  
[dcampos-gomez@smcgov.org](mailto:dcampos-gomez@smcgov.org)

- i. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- j. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- k. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

I. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

m. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_"

\*\*\* END OF EXHIBIT B1 \*\*\*