

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

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The Social Changery, LLC, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of an education campaign.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment A—San Mateo County Standards

Attachment B—Contract Deliverables and Payment

Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

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 TWO HUNDRED THOUSAND DOLLARS (\$200,000). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 27, 2018 through June 30, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and

description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County

notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- | | |
|--|-------------|
| (a) Comprehensive General Liability... | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |
| (c) Professional Liability..... | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and

servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the

California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right

to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Edith Cabuslay/Program Service Manager
Address: 310 Harbor Blvd., Building E, Belmont, CA 94002
Telephone: (650) 573-2227

Facsimile: (650) 802-6440
Email: ecabuslay@smcgov.org

In the case of Contractor, to:

Name/Title: Lisa Smusz/Executive Director
Address: 4211 Moss Drive, Sacramento, CA 95822
Telephone: (510) 560-3405
Facsimile: N/A
Email: lisa@thesocialchangery.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

THE SOCIAL CHANGERY, LLC

Lisa LP Smusz

Contractor's Signature

Date: February 12, 2018 _____

EXHIBIT A – SERVICES
THE SOCIAL CHANGERY, LLC
FY 2017 – 2019

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall conduct a public education campaign to educate the community about the health impacts of marijuana use, with specific focus on the impacts to youth and young adults up to 25 years old.

A. Services

Contractor will coordinate with dedicated county staff and work in collaboration with members of the San Mateo County Youth Commission, other county departments (e.g. education, public health, First Five), local community partners, and other counties in the Bay Area Region. The activities/deliverables for the public education campaign are as follows:

1. Social Marketing Research on Target Audience (ages 12 to 25)

In partnership with San Mateo County Behavioral Health and Recovery Services, the San Mateo County Youth Commission, K-12 schools in San Mateo County, and local Community Colleges, The Social Changery, LLC will identify the different youth subgroups in San Mateo County who are most at-risk and/or impacted by marijuana use (as well as the adults in their lives that support them), understand their knowledge, attitudes and beliefs about marijuana, and determine effective approaches to prevent marijuana use per audience segment. These subgroups may be ethnic/cultural or linguistic, particularly given the three threshold languages (Spanish, Tagalog, and Chinese) spoken in San Mateo County and multiple emerging and regional languages (Tongan, Samoan, Russian, Burmese, Korean, Farsi, Arabic, etc.). They may also align with youth-identified peer-groups, and/or be based on factors unique to the county, such as geography.

A portion of this research will most effectively be gathered through data analysis, surveys, and social media outreach, and where possible this information will be obtained face-to-face. Contractor will conduct social marketing research with the target audience through educational town halls, presentations, and community events as described below in addition to traditional market research.

2. Educational Content

Contractor will first conduct an audit of data gathered in San Mateo County via surveys, town halls, etc., and will audit materials from existing resources and community partners. This audit will also include the materials, resources and website that are being developed as part of the California's statewide marijuana education campaign (www.letstalkcannabisca.com), assets from Colorado's youth education campaign (www.protectwhatsnext.com) and their complementary campaign for adults who youth trust and respect (www.goodtoknowColorado.com) as well as other appropriate campaigns and programs to be reviewed and tested for potential local adaptation. Contractor will collaborate with other social marketing campaigns in California, in other states and internationally to share data, resources and even media assets to prevent public health efforts from "reinventing the wheel" while ensuring that the information is uniquely adapted for the local audience.

Contractor will leverage their connection to statewide and regional efforts to identify what resources, information, and materials are available to inform and enhance the development of evaluations, outreach and dissemination strategies, original content, and a website for San Mateo County's efforts. Building from this, Contractor will:

- a. Design a pre-posttest to evaluate the knowledge and attitudes toward marijuana use for both youth and adults with influence in their lives. This pre-posttest will incorporate data points gathered in earlier surveys and questionnaires created by San Mateo County to strengthen and validate the existing body of data, and additional points to collect information from which to build effective educational presentations and to inform messaging and website content for the campaign.
- b. Develop a San Mateo County specific campaign brand, voice, and graphics to be implemented on a campaign website. The campaign website will have a soft launch by March 31th and will be fully launched by the end of the contract period and will allow visitors to learn more about the campaign, marijuana facts and FAQ, and direct users to other resources. The website will be built to have functionality beyond the initial campaign launch, with a responsive design that can adapt to the campaign as it evolves.
- c. Create and market-test original content and/or adapt existing resources.

- d. Plan effective strategies for delivering information in both face-to-face forums, via social media, traditional media marketing, and through the newly created website.
 - e. In collaboration with San Mateo County, identify local experts to form a panel that can share information on marijuana use with the target demographic in a series of community events and school presentations. These meetings will meet multiple goals that include the following:
 - i. Educational presentations designed to change the knowledge level and attitude of participants.
 - ii. Pre-post measures from each event or presentation will be used to determine whether Contractor's knowledge and attitudinal shift goals are being met, and give real-time information to adjust as necessary to meet campaign targets.
 - iii. Presentations/events will direct participants to appropriate resources, including the custom San Mateo County website launched at the end of this grant period.
 - iv. Events/presentations will provide an opportunity to listen to the voices of the community to determine their primary concerns, knowledge and attitudes in the county, and to test messages and delivery methods for local effectiveness.
 - v. Presentations will be developed into videos and added to the website to be launched at project end in order to broaden the reach to community members who could not attend the meetings and ensure greater reach and sustainability of content.
3. Collaborate with local, regional and state efforts for media planning and placement, and develop social media strategy;

Contractor's media planning philosophy will educate the paid media partners of our organization, inspire them to be supportive, work with them to leverage any paid media spending, and deliver the highest value possible. Contractor's results-driven process works across in-language and culturally relevant media channels to reach diverse audiences, including youth and young adults.

- a. Identify and collaborate with county and community partners in San Mateo County (and the surrounding counties) that have existing media relationships. Contractor will identify and broker relationships with potential regional and statewide partners to avoid duplication of efforts, ensure utilization of

existing resources, and leverage economies of scale for future media placement.

- b. Create a detailed social media, outreach and mass media strategy and placement plan. The plan will include quotes and expected costs for implementing the campaign via print, radio, television, social media, etc. This will include a mix of online and offline services, paid, earned and owned media, and leverage paid media spending with local media partners.
- c. The development of social media, mass media and outreach strategy will be youth-guided and informed (and vetted) by the stakeholder engagement and community meeting process. The goal is to make this a strategy that is authentically community-driven and be more successful because it is local, developed by San Mateo County youth and community members for San Mateo County.

4. Web Development/Migration/Technical Assistance

The Social Changery, LLC will develop a custom website to serve as a hub for all information related to the campaign. The website will be developed to enable users with a desktop, tablet, or smartphone to access the information in an optimal form. Smartphone users will be able to access the website and save it to their home screen, utilizing it like an “app” as needed.

The youth-facing website will feature custom San Mateo County campaign brand identity, look/feel, and voice based on the community feedback obtained through research, materials audit, and community presentations. All content will be developed in collaboration with partners and stakeholders (e.g. Youth Commission). Regional or statewide campaign efforts will identify the audit tools that will be used to review existing materials and potential additional campaign resources.

- a. **Contractor's Responsibilities**
Contractor agrees to design and develop the Website in accordance with (a) the specifications which are set forth in Attachment A, Standards of this Agreement, and the other instructions and materials provided by County from time-to-time during the term of this Agreement, and (b) the development schedule set forth in Attachment B – Deliverables, of this Agreement.
- b. **Website Design**

The design of the Website shall be in substantial conformity with the Standards. Contractor shall develop the Website to project the highest professional image.

c. Website Development

Contractor will develop the website using the County's website standards and in collaboration with County staff and web vendors. The website design will be approved by County prior to development of the site.

Testing and a soft launch of the developed website will be completed prior to the migration of the site to the County's web platform.

All other deliverables associated with the development of the website will be completed as indicated in Attachment B: Contract Deliverables and Payment.

d. Accessibility During Development

Throughout the development of the prototype and the final Website, the Website shall be accessible to County. Until County has approved the final Website, none of the web pages for the Website will be accessible to end users.

e. Migration to County Platform

Contractor will collaborate with County staff and the County's web vendor to transition the website to the County's website platform.

f. Delivery of Deliverables

Upon County's approval of the final Website, or upon termination of this Agreement, whichever occurs earlier, Contractor shall deliver to County all code, documentation, reports, images, artwork, text, and other materials developed by Contractor in the course of its performance under this Agreement and any other terms reasonably necessary for the operation of the Website, other than third party operating system software, third party networking software, web browsers, and hardware, and all changes and enhancements thereto (the "Deliverables"). Documentation shall be delivered in printed format and in electronic format. Code shall be delivered in electronic format. Contractor shall maintain its backups and one set of the Deliverables for a period of six (6) months after County's approval of the final Website. If this Agreement is terminated prior to final approval, or upon expiration of the six-month period, Contractor will destroy all of its copies of the Deliverables,

including all backups thereof, and permanently destroy all files constituting final or working copies of any Deliverables from Contractor's computers and back-up materials unless otherwise directed in writing by Owner.

g. Ownership of County Content

Contractor acknowledges and agrees that all County Content is a proprietary, original work of authorship of County, or licensed or assigned to County, and is protected under United States copyright, trademark, patent and trade secret laws of general applicability. Contractor further acknowledges and agrees that all rights, title, and interest in and to the County Content, and any portion of the County Content, together with all modifications, enhancements, and derivative works of the County Content, whether or not made by Contractor, including all copyright rights, are and shall remain with County or its licensors. Contractor agrees to assign and transfer and does hereby irrevocably assign and transfer to County any and all rights, title, and interest, including all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Contractor may have or acquire in and to the County Content and any and all modifications or derivative works made by Contractor to the County Content. Contractor agrees to execute all documents and take all action reasonably requested by County in connection with the assignment of rights to County. Contractor agrees that it will not challenge or take any action inconsistent with County's rights to the County Content.

h. Trademarks

County grants to Contractor a limited, non-exclusive, revocable license to use the trademarks of County solely for use on the Website and in exactly the form designated by County. The license granted under this Agreement may be terminated at any time by County, in its sole discretion, upon ten (10) days' notice. Contractor agrees and acknowledges that the license of the County's trademarks is made without any representations or warranties of any kind or nature. County does not make any representations or warranties regarding title to any County trademark, the rights of any other persons or entities to the County trademarks, or with regard to the enforceability of any rights to any County trademark. Except as provided in this Agreement, no other right is granted to Contractor under this Agreement with respect to any trademarks of County. Contractor agrees that it will not file any

applications or assert any rights to any of County's trademarks in the United States, or any other country or territory.

i. Ownership of Deliverables

County and Contractor intend that, all elements of all Deliverables shall be exclusively owned by County, and County shall exclusively own all copyrights and all other intellectual property rights in the Deliverables. Accordingly, Contractor agrees to assign and transfer and does hereby irrevocably assign and transfer to County any and all rights, title, and interest, including all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Contractor may have or acquire in and to any and all Deliverables. Such rights, title, and interest shall be deemed assigned as of the moment of creation without the necessity of any further action on the part of either party. Contractor agrees to take all action and execute and deliver to County all documents requested by Contractor in connection with the transfer and assignment of rights in and to the Deliverables to Contractor, and any copyright application for and registration of the Deliverables or any elements of the Deliverables. If the foregoing assignment is determined to be unenforceable for any reason, Contractor hereby grants to County an exclusive, non-revocable, worldwide, fully paid, copyright license to sublicense through multiple tiers, perform, publish, display, reproduce, create derivative works of, and distribute any or all of the Deliverables or any derivative works thereof.

Shared documents will be received in electronic original source files (i.e. Adobe InDesign) and in PDF, GIF, and JPEG. All shared content/documents used are copyright protection free. If not, Contractor will obtain written authorization from the owner of the content that gives us permission to use and customize their materials as our own for any and all communications purposes.

j. Copyright

Contractor shall include on the Website any and all copyright or other notices as requested by County.

The website will be designed so that San Mateo County staff can easily update and add new content as needed, without the added expense or burden of having to hire technical staff to keep the website fresh and current. Full documentation to enable staff to

manage the site will be provided upon launch as well as the ability to track visits to the website and information about the users.

B. Performance Measures and Data Collection

1. Audience research

- a. Identify at least 4 youth subgroups most at risk on marijuana use.
- b. Conduct audience research through four (4) to eight (8) townhall, presentations, focus groups, and community events to gather information from youth subgroups about their knowledge, attitudes and behaviors (KABs) around cannabis. Sessions can also be used to gather social marketing data for target audiences.
- c. Design pre- and post-test survey for youth and adult allies to determine changes in KABs around cannabis use before and after the media campaign. Survey should include a gauge of whether respondents were exposed to the media campaign products.

2. Education

- a. Develop a San Mateo County specific campaign brand, voice and graphics for the website.
- b. Create and market-test original content and/or adapt existing resources.
- c. Develop a plan for effective strategies for delivering information in both face-to-face forums, via social media, traditional media marketing, and through website.
- d. Develop a panel of local experts including a pediatrician, an education leader specific to the local community, and law enforcement representative who can speak to the impact of cannabis on youth. Sessions may be used to gather feedback from the community about campaign strategies. Pre/post evaluations will be conducted to gauge effectiveness of panel presentation. Conduct outreach to local high school districts to offer and schedule panel presentations. At least 4 presentations will be conducted, with at least one presentation in each of the regions of the county (north, mid, south, coastside).

- e. Recording of at least one panel presentation will be posted on the website.

3. Media strategy

- a. Explore opportunities for leveraging opportunities for effective media placement of paid media products.
- b. Collaborate with local, regional and statewide partners to ensure coordination of messages and efforts, avoid duplication, and leverage economies of scale as appropriate.
- c. Identify media resources from Colorado, Washington, Oregon, etc. readily available for placement. Present options to Health System staff and/or Youth Commission committee.
- d. Develop a media placement plan that includes print, radio, television, social media, etc.
- e. Ensure input by Youth Commission and other youth perspectives are incorporated into the strategy, message development and implementation of the social media campaign.
- f. An evaluation plan will be developed and implemented to measure the reach and effectiveness of the social media campaign.

4. Website

- a. Design youth-focused cannabis prevention education website, to be soft launched by March 31, 2018, with a full launch by June 30, 2018. Website will include youth-focused imagery, FAQs about the impacts of cannabis use, and links to additional resource sites.
- c. Develop website with functionality on desktop, tablet, or smartphone. Provide a platform for the website to be accessible through an app.

5. Documentation

Documentation of completion of activities should be submitted with contract invoices.

II. ADMINISTRATIVE REQUIREMENTS

A. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

1. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

2. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives (HEI) office at ode@smcgov.org

1. Out-of-county Contractors must attest to compliance with all of the pertinent cultural competence requirements in their host County

contract. Out-of-county Contractors shall submit to HEI office at ode@smcgov.org by March 31st, documentation of their compliance.

2. Technical Assistance

Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and HEI office at ode@smcgov.org to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal: Improve the knowledge of program participants regarding the hazards of cannabis use by youth.

Objective: At least seventy percent (70%) of program participants will have increased knowledge of the hazards of cannabis use by youth.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
THE SOCIAL CHANGERY, LLC
FY 2017 – 2019

In consideration of the services provided by Contractor in Exhibit A, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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:

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 TWO HUNDRED THOUSAND DOLLARS (\$200,000).

B. Rate of Payment

For the term February 27, 2018, through June 30, 2018, the total obligation is TWO HUNDRED THOUSAND DOLLARS (\$200,000). Contractor shall be reimbursed based on completion of deliverables as described in Attachment B.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

D. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

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, 2019, 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 the Health System 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. An update of project activities will be submitted with the monthly invoices. 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. Claims may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Edith Cabuslay
310 Harbor Blvd., Building E
Belmont, CA 94002

- 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 the Health System 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. 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.

L. Invoice Certification and Program Integrity

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

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

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice 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 B ***

Attachment A
San Mateo County Standards – Specification Sheet
FY 2017 – 2018

The Contractor will develop the website using the County's website standards and in collaboration with County staff and web vendors. The website design will be approved by County prior to development of the site. The County's website standards are as follows:

- A. Recommended best practices
 - 1. Build on Drupal 8;
 - 2. Meet WCAG 2.0 AA accessibility standards;
 - 3. Don't hack core / follow Drupal best practices; and
 - 4. Use only open source libraries for JavaScript or theme functionality, if needed.

- B. Cost drivers to be mindful of
 - 1. The number of templates or views to display information;
 - 2. Any third-party integrations;
 - 3. The number of custom modules created;
 - 4. The complexity of the homepage (and number of content regions); and
 - 5. The amount of content on the site.

Attachment B
The Social Changery, LLC
Contract Deliverables and Payment
FY 2017 – 2018

<i>Activity</i>	<i>Deliverable</i>	<i>Timeline</i>	<i>Budget</i>
Audience and social marketing research Content development	Conduct an audit of existing surveys and town hall feedback collected by SMC and Youth Commission to gather insight and inform message and content development. Audit materials from existing campaigns, resources, and community partner to assess for sharing and adaptation.	February	10,000
	Identify 4 youth subgroups (not targeted by the Youth Commission) most at risk of and/or impacted by marijuana use and adults who support these youth. Conduct surveys and focus groups to include perspectives of at least 30 youth.	February	2,000
	Conduct in-person campaign launch meeting with Health System staff to lay out workplan and timeline. Provide weekly check-ins to campaign staff to update on project status. Provide agenda for weekly check-ins in advance of discussion so that appropriate staff can join.	February	11,500
	Design a pre-post test for both youth and adults to evaluate knowledge and attitudes.	March	4,000
	Conduct website discovery meeting with partners and SMC to review and confirm website requirements.	February	2,500
	Develop draft prioritized website build plan that outlines website functionality elements from most to least important.	February	2,000
	Develop draft website sitemap and information architecture.	February	2,000
	Develop draft website technical specifications to include the content model and descriptions of how functionalities will be achieved.	February	2,000
	Conduct foundational design workshop with SMC and Youth Commission to begin to develop campaign brand look and feel	February	1,000
	Develop a San Mateo-specific campaign brand, voice and graphics to use in materials and on the website.	March	11,000
	Develop brand and logo style guide that includes color and typeface profiles for print and screen use and guidelines with comprehensive set of “rules” and examples for brand use.	March	2,500
	Create logo in a variety of digital formats, including .eps, .jpeg, .png, etc.	March	200
	Create avatars for up to three social media platforms.	March	300

	Create social media asset library to include icons (4-6), infographics (2-3), photo style, and illustrations (3-4) to use on social media channels and website.	March-April	1,500
	Create up to three brand presentations, and handout templates.	March-April	1,500
	Create and/or adapt educational content for up to 5 handouts (one per youth subgroup and one for parents), and up to 2 presentations (one for youth and one for parents).	March-April	17,000
	Adapt created content for website.	March-April	3,000
	Create custom homepage for the website.	April	1,500
	Create basic page design for the website.	March	1,500
	Create website component library, to include style outlines for a variety of page elements, header, footer, list style, images with captions, responsive videos, navigation, text headers, buttons, links, etc.	March-April	2,000
	Create website setup, including development environment, CMS installation and configuration, and configuration of any needed modules.	March-April	2,000
	Create website menus and navigation elements.	March-April	1,000
	Create website content infrastructure including basic page content type, story content type, program content types, resource library, SEO setup, Google analytics, social media account and sharing links integration, and embedded forms.	April	2,000
	Purchase website hosting package, if needed.	March	300
	Purchase website URL(s). (work with County)	March	200
	Create pre-post evaluation for educational panel presentations to measure effectiveness of presentation model.	March	4,000
	Conduct analysis of media channels to determine target audience preferences, tactics, and latest advertising units available.	March-June	3,000
	Collaborate with local, regional and statewide partners to ensure coordination of messages and efforts, avoid duplication, and leverage economies of scale as appropriate.	March-April	4,000
Outreach, education, and market testing	In collaboration with SMC, implement 4-8 community education panel presentations to youth and adults (with at least one in each geographic region-north, south, med, and coastside) including local experts identified by SMC including a pediatrician, an education leader specific to the local community, and law enforcement representative who can speak to the impact of cannabis on youth. Coordinate panel presentations with campaign staff to	March-May	20,000

	avoid duplication of efforts by other local partner organizations.		
	Market test brand, content and materials developed and/or adapted for San Mateo campaign with identified target audiences to refine selected youth subgroups and develop population specific communications strategies for each group.	March-May	10,000
	Implement pre-post test to gather feedback from the community about KADs, campaign strategies and delivery methods.	March-May	3,000
	Create at least one educational presentation to be added to the website.	March-May	1,500
	Provide training to SMC campaign lead to enter content on to website via video conference or in-person meeting.	May-June	2,000
Campaign Development	Explore opportunities with local county, regional and community partners to identify potential media partnerships.	March-April	5,000
	Incorporate feedback from market test process into campaign brand and voice to adapt for San Mateo youth and parent audiences.	May	2,000
	Incorporate feedback from market test process into handout and presentation content to adapt for San Mateo youth and parent audiences.	May	5,000
	Incorporate analysis and feedback from market test of paid social media advertising to adapt for San Mateo youth and parent audiences.	June	2,000
	Develop a detailed social media and mass media strategy and placement plan to include cost quotes for a mix of online and offline services, paid, earned and owned media, and leveraged media spending with partners.	March-June	6,000
	Develop a community outreach and education plan for effective strategies for delivering information in both face-to-face forums, via social media, traditional media marketing, and through website.	March-June	10,000
Campaign Launch	Launch interim website by March 31, 2018.	March	200
	Establish and post regularly, at least 4 times per month, on social media channel.	March-June	5,000
	Implement paid social media advertising targeting identified audience subgroups.	March-May	7,000

Conduct public relations and media relations to communicate and publicize the campaign launch to local press and media outlets, in collaboration with SMC PIO/PR department.	April	3,000
Create a "how-to" documentation for website that includes how to add, edit and remove site content and general site management, as directed by County.	May-June	2,000
Create help text on website admin pages where appropriate and possible.	May-June	1,000
Migrate original and/or adapted content onto campaign website.	May-June	12,000
Edit and produce educational presentation video for use on website.	May-June	3,000
Test website for accessibility with an aim for a minimum of WCAG 2.0 Level AA compliance with section 508.	June	500
Launch full website by June 30, 2018.	June	300
Conduct formal testing period for SMC staff to provide feedback and test site.	June	1,000
Present campaign findings and plans/reports to SMC.	June	3,000
Total		200,000

Attachment IP – Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. Contractor agrees that before commencement of any subcontract work it will incorporate this Attachment IP to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.