

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

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, 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 I 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 June 17, 2021, for an education campaign for the term of July 1, 2021 through June 30, 2022, for a maximum amount of \$180,000; and

WHEREAS, the parties wish to amend the Agreement to increase the total dollar amount by \$869,597 for a new maximum total of \$1,049,597, and extending the term through June 30, 2023.

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

1. Section 1. **Exhibits and Attachments**

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

Exhibit A1—Services

Exhibit B1—Payments and Rates

Attachment A—San Mateo County Standards

Attachment B—Contract Deliverables and Payment

Attachment C—Project Deliverables - A22-23 Crushing the Curve

Attachment D—Project Deliverables - C22-23 Cannabis Decoded

Attachment E—Fingerprinting Certification

Attachment G—Project Deliverables - C21-23 AOD

Attachment F—Project Deliverables – C21-23 Crushing the Curve

Attachment IP – Intellectual Property

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 herein and in Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION FORTY-NINE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS (\$1,049,597).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2023.

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.
4. All other terms and conditions of the agreement dated June 17, 2021, between the County and Contractor shall remain in full force and effect.

Signature page follows

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CONTRACTOR NAME

Lisa LP Smusz
Contractor's Signature

Date: June 16, 2022

EXHIBIT A1 – SERVICES
THE SOCIAL CHANGERY, LLC
FY 2021 - 2023

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

Contractor shall conduct an education campaign to educate youth in the community on how to stay safe and healthy during the COVID-19 pandemic, how to get connected to needed services, how to volunteer and stay connected in their community, and how to pursue academic and other pastimes in a safe and healthy manner. Through Crushing the Curve and Cannabis Decoded campaigns, Contractor shall maintain and expand the education campaigns aimed at engaging youth and young adults 14-25 years old around strategies to stay healthy during the pandemic and make informed decisions about cannabis use.

A. Cannabis decoded public education campaign services - FY 2021-2022

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 Cannabis Decoded public education campaign are as follows:

1. Social Marketing Research on Target Audience (ages twelve-twenty-five (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. 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 continue to review data gathered in San Mateo County via surveys, town halls, etc., and will audit materials from existing resources and community partners. This review 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 the maintenance of a website for San Mateo County's efforts. Building from this, Contractor will:

- a. Maintain a Cannabis Decoded specific campaign brand, voice, and graphics to be implemented on a campaign website. The campaign website will have a soft launch by March 31st 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.
- b. Create and market-test original content and/or adapt existing resources.
- c. Plan effective strategies for delivering information in both face-to-face forums, via social media, traditional media marketing, and through the Cannabis Decoded website, as needed and appropriate.

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 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 for San Mateo County.

4. Web Development/Migration/Technical Assistance

The Social Changery, LLC will maintain the Cannabis Decoded website to serve as a hub for all information related to the campaign. The website will 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 Cannabis Decoded website will be youth-facing and feature custom 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 Council). 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 maintain the Cannabis Decoded 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. Cannabis Decoded Website Design

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

c. Website Development

Contractor will maintain the Cannabis Decoded 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.

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 Cannabis Decoded Website Maintenance

Throughout the maintenance of the 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

Upon termination of this Agreement, 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 Cannabis Decoded 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. COVID-19 Education Campaign (Crushing the Curve) – FY 2022-2023

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

1. Message Development for Target Audience (ages 14 to 24)

Building on knowledge gained during the Cannabis Decoded campaign, develop COVID-19 specific messages that will resonate with youth 14-24 years old. Conduct online surveys to test message with members of the target audience. Based on survey results, develop messages appropriate for website and social media posts.

2. Material Development

Develop 2-3 website design options based on outcomes from target audience survey and information gained from Cannabis Decoded campaign. Youth focused website will include information about COVID-19, resources available to youth in the community, linkages to volunteer opportunities, healthy outdoor activities, and resources for hobbies and academic pursuits.

3. Media/Marketing

Develop a media/marketing plan based on research and surveys. Campaign will encourage youth to visit the website and engage in activities that will keep them safe, healthy, and engaged in their community. An evaluation will be conducted that will assess audience engagement with the campaign.

4. Web Development/Migration/Technical Assistance

Contractor will maintain a custom website to serve as a hub for all information related to the COVID-19 campaign. The website will 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.

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 Partners from time-to-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 website standards and in collaboration with County Partners’ staff and web vendors. The website design will be approved by all County Partner’s prior to completion of the site.

Testing and a soft launch of the developed website will be completed prior to the linkage of the site to each County Partner’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 each County Partner. Until each County Partner has approved the final Website, none of the web pages for the Website will be accessible to end users through that County Partner’s website.

- e. **Migration to County Platform**
Should a County Partner wish to incorporate the website content into its web platform, additional costs will be incurred by that county. Contractor will collaborate with County Partner's staff and the County Partner's web vendor to transition the website to each County Partner's website platform.
- f. **Deliverables**
Upon each County Partner's approval of the final Website, or upon termination of this Agreement, whichever occurs earlier, Contractor shall deliver to each County Partner 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 each County Partner'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, with ownership as defined in section I.A.4.g.
- g. **Ownership of County Content**
Contractor acknowledges and agrees that each County Partner Content is a proprietary, original work of authorship of each County Partner, or licensed or assigned to County Partner, 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 Partner Content, and any portion of the County Partner Content, together with all modifications, enhancements, and derivative works of the County Partner Content, whether or not made by Contractor, including all copyright rights, are and shall remain with County Partners or its licensors. Contractor agrees to assign and transfer and does hereby irrevocably assign and transfer to County Partner's 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 Partner Content and any and all modifications or derivative works made by Contractor to the County Partner Content. Contractor agrees to execute all documents and take all action reasonably requested by County Partners in connection with the assignment of rights to each County Partner. Contractor agrees that it will not challenge or take any action inconsistent with County Partner's rights to the County Partner Content.

h. Trademarks

County Partners grant to Contractor a limited, non-exclusive, revocable license to use the trademarks of County Partners solely for use on the Website and in exactly the form designated by each County Partner. The license granted under this Agreement may be terminated at any time by County Partners, in its sole discretion, upon ten (10) days' notice. Contractor agrees and acknowledges that the license of the County Partners' trademarks is made without any representations or warranties of any kind or nature. County Partners do not make any representations or warranties regarding title to any County Partner trademark, the rights of any other persons or entities to the County Partner trademarks, or with regard to the enforceability of any rights to any County Partner trademark. Except as provided in this Agreement, no other right is granted to Contractor under this Agreement with respect to any trademarks of County Partners. 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 Partners and Contractor intend that, all elements of all Deliverables shall be exclusively owned by County Partners, and County Partners 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 Partners 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 transfer all website rights and access to the County, 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 the County permission to use and customize their materials as the County's 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 Partners.

The website will be designed so that each County Partners' 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.

5. Documentation

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

C. Cannabis Decoded Education Campaign – FY 2022-2023

Contractor will coordinate with dedicated county staff from Behavioral Health and Recovery Services. The activities/deliverables for the media education campaign are as follows:

1. Management of campaign website, Instagram and TikTok Accounts

Maintain a relevant and functional website, grow the library of messages on the Instagram account, facilitate the MOU process with partner jurisdictions as needed, and coordinate needed review

and approval processes with BHRS project manager.

2. Campaign localization

Update and add San Mateo County-specific content to website, provide semi-annual report on website analytics, and implement a local youth survey to ensure ongoing youth input into campaign messaging.

3. Message development

Refresh and develop new website and social media messaging based on youth input. Coordinate review and approval process with BHRS project manager.

4. Campaign Media and Marketing

Develop media/marketing plan to maximize message exposure across San Mateo County. Strategies could include but are not limited to: digital ad buys, billboards, digital radio ads, shakers, video, event sponsorship, sidewalk chalk, wild postings, etc. Source, customize, or develop new media assets and other content. Implement media plan.

D. Performance Measures and Data Collection

1. Education

- a. Maintain 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 a variety of media and through the website.

2. 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. Develop a media placement plan that includes the most appropriate to reach youth audiences. Continue to produce social media messages as current messages are used by partners.
- d. Purchase media placement spots as ads are developed.
- e. Ensure input by youth target audience members are incorporated into the strategy, message development and implementation of the social media campaign.

3. Documentation

Documentation of completion of activities should be submitted with contract invoices. Program deliverables on an as-needed basis should be discussed with contract monitor in order to make campaign adjustments required.

E. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the

pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

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 how to stay safe and healthy during the COVID-19 pandemic

Objective: At least 10,000 youth will be reached by the campaign.

Goal: Cannabis Decoded campaign website and Instagram account are updated and expanded.

Objective: At least 100,000 people will be exposed to the Cannabis Decoded campaign messages

*** END OF EXHIBIT A1 ***

EXHIBIT B1 – PAYMENTS AND RATES
THE SOCIAL CHANGERY, LLC
FY2021 – 2023

In consideration of the services provided by Contractor in Exhibit A1, 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 ONE MILLION FORTY-NINE THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS (\$1,049,597).

B. Rate of Payment

1. Cannabis decoded public education campaign services

- a. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid a total obligation not to exceed ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000). Contractor shall be reimbursed based on completion of deliverables as described in Attachment B.
- b. For the term March 1, 2022 - June 30, 2022, Contractor shall be paid a total obligation not to exceed TWO HUNDRED THUSAND DOLLARS (\$200,000). Contractor shall be reimbursed based on completion of deliverables as described in Attachment D for activities noted with code **SABG**.
- c. For the term February 1, 2022 through December 30, 2022, Contractor shall be paid total of ONE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$168,580). Contractor shall be reimbursed based on

completion of deliverables as described in Attachment D. Invoices related to this funding will include the code **ODSCR**.

2. COVID-19 Education Campaign

- a. For the term February 1, 2022 through December 31, 2022, Contractor shall be paid total of ONE HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED TWENTY-SIX DOLLARS (\$195,226). Contractor shall be reimbursed based on completion of deliverables as described in Attachment F. Invoices related to this funding will include the code **ODSCR**.
- b. For the term July 1, 2022 through June 30, 2023, Contractor shall be paid total of TWO HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS (\$265,791). Contractor shall be reimbursed based on completion of deliverables as described in Attachment C. Invoices related to this funding will include the code **ODSAR**.

3. Media Consultancy

For the term, February 1, 2022, through December 31, 2022, Contractor will be paid a total of FORTY THOUSAND DOLLARS (\$40,000) to provide media/social media training and technical assistance as described in Attachment G. Invoices related to this funding will include the code **ODSCR**.

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 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.
- D. The Chief of San Mateo County Health 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, 2023, 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. 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
Email: ecabuslay@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. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County 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 A1 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 B1 ***

ATTACHMENT C – PROJECT DELIVERABLES
THE SOCIAL CHANGERY, LLC
FY 2022 – 2023
A22-23 Crushing the Curve

Deliverable	Description	Budget	Documentation
Campaign Website and Social Media Implementation	Update and maintain Crushing the Curve campaign, website, Instagram, and TikTok accounts. This will include development of new campaign content focusing on mental health support and AOD prevention.	\$141,791	Copies of agreements for website maintenance and operation. Evidence of active engagement through Instagram and TikTok accounts.
Social Media Technical Assistance for CBOs	Provide technical assistance to CBOs on campaign information and messages, outreach materials, social media, and engagement strategies as needed.	\$20,000	Summary report of TA offered and/or provided.
Local Media and Marketing	Develop and implement media and marketing plan for San Mateo County that could include strategies including native and paid ads, to result in at least 3 million impressions.	\$104,000	Report of numbers reached, influenced visits, and which assets performed best with audiences.
TOTAL		\$265,791	

ATTACHMENT D – PROJECT DELIVERABLES
THE SOCIAL CHANGERY, LLC
FY 2021 – 2023
C22-23 Cannabis Decoded

Deliverable	Description	Budget	Documentation
Campaign Evaluation (SABG) (by 6/30/22)	Develop and conduct a youth/young adult and parent evaluation of the Cannabis Decoded Campaign	\$50,000	Evaluation reports including recommendations for new messaging as needed.
Update campaign as needed (SABG) (by 6/30/22)	Update campaign messages, channels, and materials based on campaign evaluation	\$50,000	Updated campaign plan
Placement of new campaign messaging (SABG) (by 6/30/22)	Paid placement of campaign materials; update on website	\$100,000	Copies of campaign ads placed
Campaign Website and Social Media	Update and maintain Cannabis Decoded campaign, website, Instagram, and TikTok accounts. This will include development of new campaign content and messages focusing on mental health support and other relevant topics.	\$75,580	Copies of agreements for website maintenance and operation. Evidence of active engagement through Instagram account.
Local TikTok Implementation	Work with two local organizations working with youth to engage in the development of TikTok content to cross promote on Instagram. Funds to be used to incentivize up to 2 local organizations and stipends for up to 5 youth.	\$7,500	Copies of spots developed by local youth. MOU with local CBOs.
Local Media and Marketing	Develop and implement media and marketing plan for San Mateo County that	\$85,500	Report of numbers reached, influenced visits, and which

	could include strategies such as sidewalk chalk, wild postings, digital radio ads, shaker ads, digital ad buys, video, event sponsorship, etc.		assets performed best with audiences.
TOTAL		\$368,580	

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- ☒ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ☐ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

The Social Changery

Name of Contractor

Lisa LP Smusz

Signature of Authorized Official

Lisa LP Smusz

Name (please print)

CEO

Title (please print)

June 16, 2022

Date

ATTACHMENT F – PROJECT DELIVERABLES
THE SOCIAL CHANGERY, LLC
FY 2021 – 2023
C21-23 Crushing the Curve

Deliverable	Description	Budget	Documentation
Campaign Website Update and Implementation	Update and maintain Crushing the Curve campaign content, messages, and website. This will include development of new campaign content focusing on mental health support and AOD prevention.	\$77,470	Copies of agreements for website maintenance and operation.
Youth Feedback	Gather feedback on the campaign from local youth and integrate feedback into campaign and social media content and strategies. This may include providing an electronic survey for the County to disseminate to local youth and/or key informant interviews. Integrate the feedback results into developing/updating content, resources, and messages on the website and social media, and local campaign engagement strategies.	\$34,756	Copy of the youth feedback collection tools. Report on results and integration recommendations.
Campaign Social Media Implementation	Update and maintain Crushing the Curve Instagram and TikTok accounts. This will include development of	\$83,000	Evidence of active engagement through Instagram and TikTok accounts.

	new campaign content focusing on mental health support and AOD prevention.		
TOTAL		\$195,226	

ATTACHMENT G – PROJECT DELIVERABLES
THE SOCIAL CHANGERY, LLC
FY 2021 – 2023
C21-23 AOD

Deliverable	Description	Budget	Documentation
Social Media Needs Assessment of Community Based Organizations (CBOs)	Conduct a needs assessment of local CBOs' current social media capacity, audience identification, and messaging and asset needs.	\$16,500	Summary report of Needs Assessment findings.
Social Media Training and Technical Assistance for CBOs	Create and conduct up to 2 live webinars, that are also recorded and available online, to provide technical assistance and training to CBOs on campaign information and messages, outreach materials, social media, the toolkit, and engagement strategies based on needs assessment. Develop one handout/resource guide for training participants.	\$23,500	Recording of training webinars. Handout/resource guide.
TOTAL		\$40,000	