

EXHIBIT-A-1

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
Keehan & Partners, Inc., hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The goal of the County of Monterey Tobacco Control Program (TCP) is to work with community partners to advocate for local policies and programs that prevent tobacco use and promote tobacco cessation. TCP educates on the benefits of smoke-free polices to reduce tobacco use, influence social norms towards a tobacco-free community, and inform decision makers on policies such as tobacco retail licensing and smoke-free housing. This agreement will support TCP efforts to further its community outreach to reduce disease and death caused by tobacco.

- A.1.1 CONTRACTOR shall strategize with County TCP staff to choose appropriate placement utilizing the existing County “Smoke is Smoke” logo and State-owned media assets to create 4 concepts (2 English and 2 Spanish).

A.1.1A Media concepts will focus on the following: harmful effects of second-hand smoke within multi-unit housing complexes, as well as smoking cessation and Kick It California resources.

- A.1.2 CONTRACTOR shall develop a communication plan that integrates work plan goals using California Department of Public Health, California Tobacco Control Program (State) assets. Assets will bring awareness to secondhand smoke and smoking cessation services that support the County TCP scope of work objectives and interventions.

- A.1.3 CONTRACTOR shall place concepts on Meta social media platforms (Facebook and Instagram) in English and Spanish targeting ZIP codes within Monterey County.

- A.2** CONTRACTOR shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The County of Monterey Health Department Healthy Aging Program aims to promote cognitive health, address cognitive impairment for people living in the community, and help meet caregiver needs by mobilizing public and private partnerships to educate and empower the public regarding brain health and cognitive aging.

The County Healthy Aging Program will provide funding to Keehan & Partners to execute a media campaign and create a communication plan that integrates workplan goals using State developed assets to bring awareness of brain health, cognitive aging, and promote early detection using existing and new senior resources. The campaign will include adjusting State developed assets in English and Spanish that can be utilized for a media campaign which may include social media and traditional print/radio placements.

- A.2.1 CONTRACTOR will utilize State developed assets to adjust 4 media concepts (2 Spanish and 2 English) and the County created logo that can be used for social media ads and messaging. Concepts will utilize best available evidence on brain health, cognitive aging, and early detection including promoting discussions with health professionals to assess risk factors.
- A.2.2 CONTRACTOR shall provide a communication plan that integrates work plan goals and utilizing platforms appropriate for senior populations and caregivers.
- A.2.3 CONTRACTOR shall purchase placement of advertisements (ads) on social media and/or traditional media outlets such as print, and radio. Media concepts will be rotated throughout platforms.

- A.3** CONTRACTOR shall provide services and staff and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The goal of the County of Monterey's Health Department Cannabis Education Program (Cannabis Program) is to provide community education on the adverse effects of cannabis use by youth and the harms of illicit cannabis cultivation on the environment and people. The Cannabis Program will fund Keehan & Partners Inc. to create three concepts for the illicit cannabis campaign focusing on edibles. The illicit use campaign will include ads for the Meta social media platform (Facebook and Instagram), one rack card produced in English and Spanish, and one English print ad for placement within the Monterey County Weekly. The media buy will include 75 percent of the new asset (edibles), and 25 percent will focus on the previously created cannabis flower ad.

- A.3.1 CONTRACTOR shall develop a communication plan to bring awareness of illicit cannabis use that will support the California Board of State and Community Corrections Proposition 64 scope of work objectives and interventions.
- A.3.2 CONTRACTOR shall conceptualize and expand on the current illicit campaign to create one (English and Spanish) concept for use on Meta social media platforms (Facebook and Instagram), one rack card in English and Spanish, and one English print ad for placement within the Monterey County Weekly.
- A.3.3 CONTRACTOR shall create a double-sided rack card in both English and Spanish
- A.3.4 CONTRACTOR shall print 600 rack cards in Spanish and 600 rack cards in English. Racks cards are to be delivered to 1441 Schilling Place, Salinas, CA 93901.

- A.3.5 CONTRACTOR shall create English print ad utilizing the newly created illicit media asset for the Monterey County Weekly.
- A.3.6 CONTRACTOR shall publish the English print ad in the Monterey County Weekly for a total of 14 ads.
- A.3.7 CONTRACTOR shall purchase the placement of advertisements (ads) on meta social media platforms (Facebook and Instagram), with 75% of the media being the edibles ad and 25% on the previously created cannabis flower ad.

A.4 Board of State and Community Corrections (BSCC) CONTRACTOR:
Non-Discrimination Clause and Civil Rights Compliance: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Books and Records: Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to

examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

Access to Books and Records: Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller’s Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

Project Access: Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$338,817** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Description	FY23-FY24	Total
Services Media Consultant-TCP		
Communication Plan- develop a communication plan that integrates work plan goals using California Department of Public Health, California Tobacco Control Program (State) assets. Assets will bring awareness to secondhand smoke and smoking cessation services that support the County of Monterey Tobacco Control Program scope of work objectives and interventions. Update Media Assets - utilizing the existing Monterey County “Smoke is Smoke” logo, and State-owned media assets, create 4 concepts (2 English and 2 Spanish) for use on social media platforms (Facebook and Instagram) to bring awareness of second-hand smoke and cessation services. The media concepts will focus on the following: harmful effects of second-hand smoke within multi-unit housing complexes, smoking cessation, and Kick It California resources.	\$1,250	\$1,250
Service Paid Media-TCP		
Paid Media (Facebook and Instagram)- Meta insertion fee for placement of the 4 updated concepts (2 English and 2 Spanish) targeting Monterey County ZIP codes for the following areas utilizing geofencing: Salinas Greenfield Castroville King City Seaside Gonzalez Monterey Soledad Carmel Valley Carmel Pacific Grove Marina Prunedale Pebble Beach	\$80,772	\$80,772

Description	FY 23-FY25	Total
Services Media Consultant-Healthy Aging		
Provide a communication plan that integrates work plan goals and utilizing platforms appropriate for senior populations.	\$8,500	\$8,500
Adjust 4 State created media assets (2 Spanish and 2 English) that can be utilized for social media ads, traditional media, and messaging. Concepts will utilize best available evidence on brain health and cognitive decline risk factors and promote discussions with health professionals to assess risk factors.	\$4,000	\$4,000
Service Paid Media-Healthy Aging		
Purchase placement of advertisements (ads) on social media and/or traditional media outlets such as print and radio. Media concepts will be rotated throughout platforms. Targeting communities as follows: Salinas Greenfield Castroville King City Pacific Grove Gonzalez Monterey Soledad Carmel Valley Carmel Seaside Marina Prunedale Pebble Beach	\$143,295	\$143,295
Description	FY23-FY28	Total
Services Media Consultant-Cannabis		
Communication Plan: develop a communication plan to bring awareness of illicit cannabis use that will support the California Board of State and Community Corrections Proposition 64 scope of work objectives and interventions. Conceptualize and expand on the current illicit campaign to create one (English) concept for use on Meta social media platforms (Facebook and Instagram), one rack card in English and Spanish, and one English print ad for placement within the Monterey County Weekly. Production costs consist of utilizing the existing created media assets. Work will focus on increasing visibility and influencing social norm change of the illicit cannabis market and the harmful effects on the environment and people. Rack Card and Print Ad Create a rack card in Spanish and English, and an English print ad utilizing the newly created illicit media asset for the Monterey County Weekly.	\$21,000	\$21,000
Services Media Consultant-Cannabis		
Meta -Paid Media Insertion fee for two illicit cannabis ads 75% of the media will be on the edibles ad and 25% will be on previously created cannabis flower ad.	\$60,000	\$60,000
Print Advertising – Monterey County Weekly Insertion fee for English ad will consist of 12, Horizontal Half Page Ad- 4 color print ads within the Monterey County Weekly - \$1,300 per ad x 14 ads = \$15,600.	\$18,200	\$18,200
Print Advertising – Rack Cards Printing of double-sided rack cards in Spanish and English (600 each). Printing of double-sided rack card Spanish/English – 1,200 rack cards x \$1.50 per card = \$1,500 and bundled in packs of 25.	\$1,800	\$1,800
NOT TO EXCEED AMOUNT		\$338,817

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Invoices shall be submitted in duplicate to the following:

County of Monterey Health Department Public Health Bureau-Accounts Payable 1270 Natividad Road Salinas, CA 93906 (831) 755-4500 412phfiscal@countyofmonterey.gov	County of Monterey Health Department ATTN: Jairo Hernandez 1441 Schilling Place-South 1 st Floor Salinas, CA 93901 (831) 796-2864 hernandezja@countyofmonterey.gov
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b)
County of Monterey Health Department
ATTN: Elaine Narciso
1441 Schilling Place-South 1st Floor
Salinas, CA 93901
(831) 755-4607
narcisoe@countyofmonterey.gov

Invoices shall:

- a) Be prepared on CONTRACTOR letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b) Bear the CONTRACTOR's name as shown on the agreement.
- c) Be submitted monthly.
- d) Identify the billing and/or performance period covered by the invoice.
- e) Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.