

EXHIBIT-A-2

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
The Social Changery, LLC, 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:

CONTRACTOR will assist the County’s Cannabis Education Program to expand existing [Cannabis] Decoded social media messaging that empowers and supports local high school youth to make informed decisions for their health and futures. In addition, the CONTRACTOR will provide 250 educational escape game packets that will be distributed to local high schools to engage Monterey County youth and young adults. The [Cannabis] Decoded game aims to provide youth with critical thinking and decision-making skills to resist peer pressure and delay the initiation of cannabis use.

- A.2** CONTRACTOR will create media assets and collateral material with driving under the influence (DUI) messaging that align with the grant from the Office of Traffic Safety to encourage people who use cannabis to avoid driving.

- A.3** CONTRACTOR will create media assets aligned with the Board of State and Community Corrections (BSCC) Prop 64 Public Health and Safety grant targeted towards decreasing cannabis use in young people and expands the visual components of the art is healing project with Epicenter.

- 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 \$209,750 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	Timeline	Total
<p>[Cannabis] Youth Education Materials</p> <p>By implementing the Decoded Escape Game, we aim to engage and educate our target audience while equipping them with critical thinking and decision-making skills necessary to make healthier choices.</p> <p>The Decoded Escape Game Implementation package includes:</p> <ul style="list-style-type: none"> Facilitation Training Session: One virtual training session for up to 10 prospective facilitators selected by County to ensure the successful implementation of the Decoded Escape Game. Facilitation and debrief guide. All gameplay materials required for up to 1000 players (250 game packets that serve up to 4 players in a team, or 250 individual players). 	<p>Upon Execution- December 31, 2023</p>	<p>\$9,000</p>
<p>[Cannabis] Decoded media and marketing plan includes the following key components:</p> <ul style="list-style-type: none"> Develop campaign media and marketing plan specific to the County of Monterey. Develop media assets and other content needed to implement the media and marketing plan. Implement the local media and marketing plan, including a report with an analysis of reach and engagement metrics. 	<p>Upon Execution- June 30, 2024</p>	<p>\$61,000</p>
<p>Participation in [DUI] Decoded campaign:</p> <p>Create social media assets with DUI messaging, content sourcing, and continuous monitoring, tracking, and engagement management for the campaign social media channels for the duration of the contract period. This includes the design of 12 new social media assets, creating a content calendar, and implementing plans for increasing organic growth and sustainability.</p>	<p>Upon Execution- June 30, 2024</p>	<p>\$22,500</p>

<p>[DUI] Decoded media and marketing plan includes the following key components:</p> <ul style="list-style-type: none"> • Develop campaign media and marketing plan specific to the Office of Traffic Safety grant to encourage people who use cannabis to avoid driving. • Develop all media assets and content focusing on 18 to 25-year-olds needed to implement the media and marketing plan. • Implement the local media and marketing plan, including a report with an analysis of reach and engagement metrics. 	<p>Upon Execution- June 30, 2024</p>	<p>\$65,000</p>
<p>[DUI] Decoded Collateral Material:</p> <p>Develop collateral material such as a die-cut card with a QR code encouraging people to take Lyft or Uber if they are using cannabis to avoid a DUI or an accident. Material will include a partnership with a major rideshare company to provide a discount (\$5 off a ride, etc.) for the person scanning the code. Printing is included for up to 300 pieces.</p>	<p>Upon Execution- June 30, 2024</p>	<p>\$12,250</p>
<p>Social Media Management: Participation in [Cannabis] Decoded campaign:</p> <ol style="list-style-type: none"> 1. Website Technical Hosting and Support: Provide regular site maintenance, monitoring, and hosting on Pantheon server for the duration of the contract period that includes the [Cannabis] Decoded website. 2. Content Management: Monitor new cannabis reports and research, review existing content on websites to ensure up-to-date findings, and add new facts and resources to the site as they become available. 3. Social Media Management: Provide content posting, content sourcing and ongoing monitoring, tracking and engagement management for the campaign social media channels for the duration of contract period, as well as sourcing new content, designing new social media assets, creating content calendar, and creating and implementing plans for increasing organic growth and sustainability. 4. Project Management: Report to San Mateo County per the [Cannabis] Decoded Campaign MOU on behalf of County, provide project management and coordination of Decoded campaign including collaboration and alignment with other participating counties to leverage opportunities for expanded impact during the duration of the contract period. Includes one (1) one-hour client call per month for project updates. 	<p>Upon Execution- June 30, 2025</p>	<p>\$34,750</p>
<p>Localized Marketing Activities: Provide [Cannabis] Decoded localized marketing activities to promote mental wellness and healthy coping by aligning with the County-wide prevention approach of providing at-risk high school students art classes for emotional healing. Showcase youth art and poetry by creating a digital anthology of the art pieces developed by high school students and (1) promotional social media asset that the County can use on their social platforms to promote the project and digital anthology.</p>	<p>Upon Execution- June 30, 2025</p>	<p>\$5,250</p>
<p>NOT TO EXCEED AMOUNT</p>		<p>\$209,750</p>

Upon completion of activities, please submit invoices for allowable expenses incurred from execution through June 30, 2025.

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 CONTRACTORS 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, etc.

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:

County of Monterey Health Department
Public Health Finance
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-phfiscal@countyofmonterey.gov

County of Monterey Health Department
Public Health-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.