

EXHIBIT-A

**To Agreement by and between
County of Monterey Health Department, hereinafter referred to as “County”
AND
The Epicenter, 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:

A.1.1 The Epicenter will assist the Cannabis Education Program to provide county-wide art as healing classes to selected at-risk high school students. Art as healing classes will provide students an expressive non-verbal outlet to elicit conversations that are not limited by words as a way to describe their emotions and increase resiliency. Epicenter staff will collaborate with high schools throughout Monterey County to gather referrals for youth who would benefit from small pro-social nonjudgmental group art classes. The teaching model will include art classes facilitated by Epicenter staff and a master’s in social work intern reaching approximately 300 high school students annually.

A.1.2 CONTRACTOR shall comply with the mandatory subcontract language for BSCC Grantees described in section B.3.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$410,850 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CDIP/The Epicenter
Term: upon execution to April 30, 2028
NTE \$410,850.00

Preparations	Timeline	Costs
Epicenter will identify program staff to coordinate and teach art as healing classes.	Upon Execution- October 31, 2024	
Coordinate with high school wellness centers throughout Monterey County to ensure timely and appropriate referrals to the Art as Healing program.	Upon Execution- October 31, 2024	
Program Implementations	Timeline	
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	Upon Execution- October 31, 2024	
Epicenter will provide the following to 200-250 eligible high school wellness center youth referrals 14-18 years of age: <ul style="list-style-type: none"> • Provide 3 to 4 sessions of individualized art programming to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys 	Upon Execution- October 31, 2024	\$82,170
Program Implementations	Timeline	Cost
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2024 – October 31, 2025	
Epicenter will provide the following to 300 eligible high school wellness center youth referrals 14-18 years of age: <ul style="list-style-type: none"> • Provide 3 to 4 sessions of individualized art programming to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys 	November 1, 2024 – October 31, 2025	\$82,170
Program Implementations	Timeline	Cost
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2025 – October 31, 2026	
Epicenter will provide the following to 300 eligible high school		

CDIP/The Epicenter
Term: upon execution to April 30, 2028
NTE \$410,850.00

wellness center youth referrals 14-18 years of age: <ul style="list-style-type: none"> • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys 	November 1, 2025 – October 31, 2026	\$82,170
Program Implementations	Timeline	Cost
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2026 – October 31, 2027	
Epicenter will provide the following to 300 eligible high school wellness center youth referrals 14-18 years of age: <ul style="list-style-type: none"> • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys 	November 1, 2026 – October 31, 2027	\$82,170
Program Implementations	Timeline	Cost
Implementation, operation, management, staffing, and administration of the Art as Healing Program throughout Monterey County.	November 1, 2027 – April 30, 2028	
Epicenter will provide the following to 300 eligible high school wellness center youth referrals 14-18 years of age: <ul style="list-style-type: none"> • Provide 3 to 4 sessions of individualized art programing to high school aged youth • Provide County Health Department staff with quarterly reports on program participation and number of youths who complete the art program • Attend program meetings as requested by County Health Department • Administer youth programmatic evaluation surveys 	November 1, 2027 – April 30, 2028	\$82,170
	Not to Exceed	\$410,850

Upon completion, please submit invoices monthly through April 30, 2028.

CDIP/The Epicenter
 Term: upon execution to April 30, 2028
 NTE \$410,850.00

There shall be no travel reimbursement allowed during this Agreement.

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:

The County of Monterey Health Department
Public Health Finance
1270 Natividad Road
Salinas, CA 93906
(831) 755-4500
412-PHFiscal@co.monterey.ca.us

The County of Monterey Health Department
Attn Michelle House
1441 Schilling Place-South 1st Floor
Salinas, CA 93901
(831)755-4607
housem@co.monterey.ca.us

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; the annual payable amount shall not exceed
- 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.

B.3

MANDATORY SUBCONTRACT / MOU LANGUAGE FOR BSCC GRANTEES

Grant recipients awarded funding through the Board of State and Community Corrections (BSCC) **must** include specific language in all subcontracts/Memorandums of Understanding (MOUs) that use these monies for grant-funded project activities and expenditures. The following narrative is required, per contract with the BSCC:

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

B.3

made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.