



Contract Number

24-404 A-1

SAP Number

Department of Behavioral Health

Department Contract Representative	<u>Nathaniel Rodriguez</u>
Telephone Number	<u>(909) 388-0861</u>
Contractor	<u>The Social Changery, LLC</u>
Contractor Representative	<u>Lisa Smusz</u>
Telephone Number	<u>(510) 560-3405</u>
Contract Term	<u>May 21, 2024 through June 30, 2027</u>
Original Contract Amount	<u>\$293,230</u>
Amendment Amount	<u>\$369,500</u>
Total Contract Amount	<u>\$662,730</u>
Cost Center	<u>9200002712</u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1:

San Bernardino County (County) and The Social Changery, LLC (Consultant) hereby agree to amend Contract No. 24-404 as follows:

- I. ARTICLE C GENERAL CONTRACT REQUIREMENTS, paragraph C.35 is hereby amended and C.46 is hereby replaced in its entirety and revised as follows:

C.35 Termination for Convenience

The County and Consultant reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt

of termination notice Consultant or County shall promptly discontinue services unless the notice directs otherwise.

C.46 Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Consultant has disclosed to the County using Attachment C – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Consultant's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Consultant acknowledges that under Government Code section 84308, Consultant is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Consultant will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Consultant or by a parent, subsidiary or otherwise related business entity of Consultant.

II. ARTICLE D TERM OF CONTRACT, is hereby amended to read as follows:

This Contract is effective May 21, 2024 and expires June 30, 2027 but may be terminated earlier in accordance with provision of this Contract.

III. ARTICLE E FISCAL PROVISIONS, paragraph E.1, is hereby amended to read as follows:

E.1 The Contract amendment amount of \$369,500 shall increase the total amount of maximum *payment* from \$293,230 to \$662,730, of which \$662,730 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

ATTACHMENTS:

ATTACHMENT A Scope of Work (SOW) is hereby removed and ATTACHMENT A Scope of Work (SOW) is hereby added.

ATTACHMENT C CAMPAIGN CONTRIBUTION DISCLOSURE FORM (SB 1439) is hereby replaced with ATTACHMENT C LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439) as attached.

IV. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Consultant have each caused this Contract Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

The Social Changery, LLC

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Lisa Smusz

(Print or type name of person signing contract)

Title Chief Executive Officer (CEO)

(Print or Type)

Dated: _____

Address 2443 Fair Oaks Blvd. #184

Sacramento, CA 95825

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Dawn Martin, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Michael Shin, Administrative Manager

Date _____

Reviewed/Approved by Department

►

Georgina Yoshioka, Director

Date _____

ATTACHMENT A

Scope of Work (SOW)

FY 25/26 Deliverables	Cost
1. Participation in Decoded Campaign	
1.1 Website Technical Hosting and Support: includes hosting on Pantheon server, monitoring, and regular site maintenance. Covers work for the duration of the contract period.	\$34,750
1.2 Content Management: monitor research, review existing content on websites to ensure information is up-to-date; source and write new facts and resources as they become available and add to the site.	
1.3 Social Media Management: covers ongoing work of content posting, content sourcing, and ongoing monitoring, tracking and engagement management for the campaign social media channels for the duration of the contract period, as well as sourcing new content, designing new social media assets, creating a content calendar, and creating and implementing plans for increasing organic growth and sustainability.	
1.4 Project Management: provide the required communications and reporting back to San Mateo County per the Decoded Campaign MOU; project management and coordination of Decoded campaign, including collaboration and alignment with other participating counties to leverage opportunities for expanded impact. Includes up to one (1) one-hour client call per month for project updates. Covers work for the duration of the contract period.	
2. Local Implementation Activities	
2.1 Media and Marketing Plan: Develop campaign media and marketing plans specific to San Bernardino County to reach both youth and parents/caregivers, and 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.	\$130,000
2.2 Local Resources Landing Page: Develop a designated landing page on the Decoded platform to provide information and access to relevant local harm-reduction (such as Naloxone) resources available in San Bernardino County.	\$20,000
SUBTOTAL	\$150,000
FY 25/26 SUBTOTAL	\$184,750

FY 26/27 Deliverables	Cost
1. Participation in Decoded Campaign	
1.1 Website Technical Hosting and Support: includes hosting on Pantheon server, monitoring, and regular site maintenance. Covers work for the duration of the contract period.	\$34,750
1.2 Content Management: monitor research, review existing content on websites to ensure information is up-to-date, source and write new facts and resources as they become available, and add to the site.	
1.3 Social Media Management: covers ongoing work of content posting, content sourcing, and ongoing monitoring, tracking and engagement management for the campaign social media channels for the duration of the contract period, as well as sourcing new content, designing new social media assets, creating a content calendar, and creating and implementing plans for increasing organic growth and sustainability.	
1.4 Project Management: provide the required communications and reporting back to San Mateo County per the Decoded Campaign MOU; project management and coordination of Decoded campaign, including collaboration and alignment with other participating counties to leverage opportunities for expanded impact. Includes up to one (1) one-hour client call per month for project updates. Covers work for the duration of the contract period.	
2. Local Implementation Activities	
2.1 Media and Marketing plan: Develop campaign media and marketing plans specific to San Bernardino County targeting both youth and parents/caregivers. These plans will be optimized based on outcomes of previous campaigns by incorporating updated media assets and content required for effective implementation. Execute the localized media and marketing strategy, including a detailed report analyzing reach and engagement metrics.	\$130,000
2.2 Local Resources Development: Develop and tailor educational collateral materials to align with the County's specific needs and priorities. These materials will be distributed by the County to participating CBOs and programs for dissemination in high-priority areas or at events. Quantities dependent on type of materials selected.	\$20,000
SUBTOTAL	\$150,000
FY 26/27 SUBTOTAL	\$184,750
GRAND TOTAL	\$369,500



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: The Social Changery, LLC

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☒

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision:
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Not Applicable	Not Applicable

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Not Applicable	Not Applicable	Not Applicable

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
Not Applicable	Not Applicable	Not Applicable

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
Not Applicable	Not Applicable

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.