

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF VENTURA AND VENTURA COUNTY OFFICE OF EDUCATION**

This “First Amendment” to the Agreement for Substance Use Prevention Services, which became effective January 1, 2024, is made and entered into by and between the **COUNTY OF VENTURA**, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as “COUNTY,” and **VENTURA COUNTY OFFICE OF EDUCATION**, hereinafter referred to as “CONTRACTOR.”

NOW, THEREFORE, the parties hereby agree that the Agreement is amended as follows:

- I. Effective with respect to the service period commencing January 1, 2024 through June 30, 2025, Exhibit “A” (SCOPE OF WORK) of the Agreement is deleted in its entirety and replaced with the new Exhibit “A” (SCOPE OF WORK), attached hereto.
- II. Effective with respect to the service period commencing January 1, 2024 through June 30, 2025, Exhibit “B” (PAYMENT PROVISIONS), Exhibit “B-1” (BUDGET) of the Agreement are deleted in their entirety and replaced with the new Exhibits “B” and “B-1,” (BUDGET), attached hereto.
- III. Except for the modifications described herein, all other terms and conditions of the Agreement shall remain in effect.
- IV. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- V. The parties hereto agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this First Amendment through their duly authorized representatives as of the last date written below.

VENTURA COUNTY OFFICE OF EDUCATION

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

VENTURA COUNTY OFFICE OF EDUCATION

Authorized Signature

Printed Name

Title

Date

* If a corporation, this First Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT “A”
SCOPE OF WORK
VENTURA COUNTY OFFICE OF EDUCATION
January 1, 2024 through June 30, 2025, as amended June 4, 2024

OPIOID AND ILLICIT DRUG PREVENTION STRATEGIES AND SERVICES

Strategies and Services –services may be delivered in-person, virtually, or hybrid.

1. CONTRACTOR shall provide prevention-focused information dissemination.

Ventura County Office of Education (VCOE) staff, partnering organizations, and/or volunteers will:

- Coordinate and/or conduct at least six (6) opioid and illicit drug (OID) awareness presentations to youth; particularly those from underserved, selected and indicated populations such as youth in foster care, LGBTQ+ youth and allies, and economically disadvantaged young people. These presentations will focus on illicit drug risk and information about fentanyl and other synthetic opioids.
- Participate in at least four (4) school outreach opportunities to share ATOD focused handouts/digital materials produced by Ventura County Behavioral Health (VCBH), VCOE, and other reputable sources. Target audiences are students, families, educators, and the general public.

2. CONTRACTOR shall increase Opioid and Illicit Drug (OID) Use prevention awareness.

VCOE staff and/or volunteers will:

- Provide representation of the countywide education system’s health and prevention efforts through continued participation in the Ventura County Opioid and Illicit Drug Workgroup.
- Provide guidance, technical assistance, and/or training/support to Ventura County school districts regarding board policies and administrative regulations associated with overdose response using naloxone on district properties.

3. CONTRACTOR shall advance evidence-based curricula to prevent OID use.

- Plan, coordinate, and launch implementation of Stanford University-endorsed ***Safety-First*** drug prevention education curricula for secondary school students among at least four (4) school districts by June 30, 2025.
- Familiarize faculty/staff with opioid and illicit drug (OID) curricular components which are both up-to-date and age-appropriate, incorporating elements which decrease risk factors and increase protective factors, particularly among marginalized and stigmatized student populations, such as youth in foster care, youth experiencing homelessness, and other disadvantaged youth.
- Prepare faculty to expect and implement post-intervention data collection associated with student changes in knowledge and behavioral intent regarding drugs not prescribed for them, as well as fentanyl and other synthetic opioids.

4. CONTRACTOR shall support youth-led, prevention-focused project work.

VCOE SUS staff and/or volunteers will:

- Implement youth engagement efforts to address drug use attitudes, perceptions of harm, and fentanyl awareness.

OUTPUTS:

- Overdose prevention education/awareness presentations covering pressed pills and illicit drug risks will be implemented in at least two (2) secondary schools, and may include students, school staff, and/or community members.
- VCOE SUS will coordinate and present at least two (2) drug workshops/trainings open to school administrators, educators, counselors, school nurses, and community partners.

B. Community Approach

The VCOE Comprehensive Health and Prevention (CHPP) department is the primary hub for prevention, intervention, substance use education, mental health awareness and other prevention initiatives that support Ventura County school districts, Charter schools, and their surrounding communities. Programs include school Wellness Centers (WC), and the Tobacco Use Prevention Education (TUPE) and Substance Use Services (SUS) programs.

1. **Community-Based Process** –VCOE will participate in community-based meetings and events as a subcontractor with VCBH, providing active representation in, and collaboration with the Ventura County Opioid and Illicit Drug Workgroup and partnerships with other community-based organizations and Local Educational Agencies (LEAs) to support prescription drug, heroin, and fentanyl prevention education awareness with presentations to students, staff, and parents. The VCOE SUS program will also partner with Ventura County Sheriff's Narcotics Division to provide a law enforcement lens of opioid/fentanyl awareness to students countywide.
2. **Environmental** –using these funds, VCOE shall choose to support youth-led environmental projects including, but not limited to:
 - Youth design and implementation of Digital Public Service Announcements (PSAs) made by youth focusing on the dangers of using pills, opioid safety, and fentanyl awareness. Primary Prevention Strategies include:
 - Substance Use Prevention Advocacy events to produce animated PSAs and/or other prevention projects, including opioid safety, and fentanyl prevention.

C. Specific Opioid Awareness Activities

1. Project Coordinator and/or delegated VCOE SUS staff will provide regular representation at the Opioid and Illicit Drug Workgroup when scheduled. The VCOE SUS representative will come prepared to collaborate, network, and/or share activity updates among Ventura County youth and additional information (upcoming training or events), as appropriate.
2. Staff, partnering organizations, and volunteers will participate in at least four (4) school outreach and/or community health events to share opioid safety and fentanyl

prevention awareness materials produced by Ventura County Behavioral Health (VCBH), VCOE, and other approved sources. Credible messaging and materials may be obtained from one or more of the following resources:

- <https://www.venturacountyresponds.org/>;
- <https://www.venturacountylimits.org/>;
- <https://www.coastventuracounty.org/>;
- <https://www.fentanylisforever.org/>
- <https://www.naturalhigh.org/>
- <https://med.stanford.edu/halpern-felsher-reach-lab/preventions-interventions/Safety-First.html#lessons>

3. VCOE will coordinate and present at least two (2) opioid safety and fentanyl prevention awareness workshops/presentations to school staff: administrators, educators, counselors, school nurses, and/or community partners. Emphasis will be placed on engaging vulnerable student groups and those at risk for substance use problems, as well as support for training, staff development, and capacity building.
5. VCOE will disseminate ten (10) e-media messages via multiple SUS social media platforms, such as Instagram, Twitter, or TikTok outlining the risks of opioid misuse, opioid safety, and/or fentanyl awareness to youth, parents, and the community. Content will be prior approved by the VCBH SUS Program Administrator and be derived from reputable online resources such as:
 - <https://www.venturacountyresponds.org/>;
 - <https://www.venturacountylimits.org/>;
 - <https://www.coastventuracounty.org/>;
 - <https://www.fentanylisforever.org/>
 - <https://www.naturalhigh.org/>
 - <https://med.stanford.edu/halpern-felsher-reach-lab/preventions-interventions/Safety-First.html#lessons>
6. VCOE staff, partnering organizations, and/or volunteers will coordinate and/or conduct at least six (6) opioid safety and fentanyl prevention awareness presentations to youth; particularly those from underserved, selected and indicated populations such as youth in foster care, LGBTQ+ youth and allies, economically disadvantaged youth in non-traditional or community school settings.
7. By May 31, 2024 – VCOE will host one (1) event for school administrators and school health professionals across Ventura County to understand the latest strategies for addressing the threats posed by Fentanyl and other drugs of abuse among secondary school students. This 2-hour session will be planned, organized, convened, and overseen by the VCOE SUS program, and provide a forum for discussion of Board Policies and Administrative Regulations used by local districts in considering Opioid Overdose Recognition and Response by school health personnel and volunteers. Meeting themes and highlights, including experiences with policy implementation, will be included with regular monthly reporting to VCBH.
8. By May 31, 2025 – VCOE will convene at least one (1) full day (at least 6 hours) Drug Impairment Training for Educational Professionals, featuring drug recognition

expert(s) from law enforcement, and including the latest approaches for school administrators, nurses, and others with a systematic approach to recognizing and evaluating who are using substances and are/may be impaired by drugs, both legal and illegal. This voluntary training will include a focus on pressed pills and fentanyl, sharing information about impairment among persons on school grounds.

Learning objectives will include:

- Define and articulate the “drug” in the context of this course;
- Describe field sobriety testing concepts and principals;
- Describe drug impairment signs and symptoms across multiple drug categories;
- Identify medical conditions or other factors which can produce similar signs;
- Complete a role play and/or scenario

COUNTY PREVENTION SERVICES CONTRACTOR REQUIREMENTS:

1. Primary staff funded by this contract must attend semi-annual COUNTY/CONTRACTOR meetings.
2. Primary staff funded by this contract must attend annual CONTRACT monitoring meetings with COUNTY's Substance Use Prevention Services Manager and Contracts Administration staff.
3. CONTRACTOR shall submit a COUNTY VCBH Prevention Monthly Report with a detailed description of the progress on each objective and/or strategy defined in Exhibit "A" by the 10th of each month, for the prior month. Substantiating documentation must be attached.
4. CONTRACTOR shall submit an invoice with expense documentation by the 10th of each month for the previous calendar month's activities and shall document monthly actual paid hours which can be attributed to Center for Substance Abuse Prevention (CSAP) strategies/services codes (e.g., information dissemination, community-based process).
5. CONTRACTOR shall further ensure that entries are made into the California Department of Health Care Services (DHCS) activity reporting portal by the 10th of each month, as required for use of Federal funds, recording services provided during the previous month.
6. All training, technical assistance and trainers need to be pre-approved in writing by the COUNTY's Substance Use Prevention Services Manager.
7. All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this contract shall include the phrase "Made possible through funding from Ventura County Behavioral Health Department, Substance Use Services." Prior to publication/distribution, materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY's Substance Use Services Division Chief.
8. CONTRACTOR must demonstrate measurable substance use prevention related outcomes resulting from this work.
9. CONTRACTOR shall report all events that are in any way supported by this contract (media briefings, conferences, training seminars) to COUNTY's VCBH Substance Use Prevention Services unit in writing at least thirty (30) days prior to their occurrence.

EXHIBIT "B"
PAYMENT PROVISIONS
VENTURA COUNTY OFFICE OF EDUCATION
January 1, 2024 through June 30, 2025, as amended June 4, 2024

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period January 1, 2024 through June 30, 2025 shall not exceed a budget of **\$305,000**. (Funding Sources: Opioid Settlement Funds. See attached budgets.

B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budgets (see attached budgets in Exhibit B-1 and B-2 Budget Sections). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.

C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.

E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.

F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.

- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.
- H. If CONTRACTOR is a non-profit organization or entity, and receives SUBG funding under this Agreement, then CONTRACTOR shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

EXHIBIT “B-1”
BUDGET
VENTURA COUNTY OFFICE OF EDUCATION
July 1, 2024 through June 30, 2024, as amended June 4, 2024

A.

OPIOID SETTLEMENT FUNDS	
SALARIES and BENEFITS	\$52,594
PROFESSIONAL SERVICES	14,500
CONFERENCES, MEETINGS, ACTIVITIES	\$9,500
OPERATIONAL EXPENSES	\$28,911
9.0% INDIRECT COSTS / ADMINISTRATION	\$9,495
SUB-TOTAL BUDGET	\$115,000

B. **Budgetary Line-Item Adjustments**

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line-item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

C. **Travel**

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.