

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF VENTURA AND IDEA ENGINEERING, INC.**

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 **IDEA ENGINEERING, INC.**, 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) and Exhibit "B-1" (BUDGET) of the Agreement are deleted in their entirety and replaced with the new Exhibit "B" (PAYMENT PROVISIONS) and Exhibit "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.

IDEA ENGINEERING INC.

J. Spencer  
Authorized Signature

JEANNE SPENCER  
Printed Name

VP  
Title

6/13/24  
Date

COUNTY OF VENTURA

[Signature]  
Authorized Signature

Dr. Loretta Demering DrPH, MS  
Printed Name

Interim BH Director  
Title

6-13-2024  
Date

IDEA ENGINEERING INC.

[Signature]  
Authorized Signature

JOYCE VALENTINO  
Printed Name

CFO  
Title

6/12/24  
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**  
**IDEA ENGINEERING, INC.**  
**January 1, 2024 through June 30, 2025, as amended June 4, 2024**

**SUBSTANCE USE PREVENTION SERVICES**

**1. ADDRESSING HEALTH DISPARITIES**

*Goal: Using local data available describing the community needs and resources among vulnerable sub-populations, provide informational and educational strategies to reduce risk factors and increase protective factors for at least one group.*

Idea Engineering (IE) will lead efforts to collect and review extant local data on factors that lead to differences in health and behavioral health outcomes for 1-2 vulnerable populations and/or micro-minorities in Ventura County. These insights will inform prevention and education outreach strategies to reduce risk from substance misuse and increase protective factors. All resultant communications and awareness campaigns will heavily focus on culturally tailored information dissemination.

**ADDRESSING HEALTH DISPARITIES - ACTION**

- A. **Engage Underserved and Unserved Groups:** Idea IE as CONTRACTOR will take the lead in engaging people in historically underserved and/or stigmatized populations to assess community needs, resources, and socioeconomic factors of health disparities. CONTRACTOR will ensure that the resultant awareness campaigns are fully informed by input from community stakeholders. Further, CONTRACTOR will work closely with VCBH staff and one or more other VCBH-approved contractors to ensure a diversity of viewpoints are included throughout.
- B. **Ensure Data-Informed Process:** CONTRACTOR will review, compile, and analyze the existing data on community needs, resources, and risk & protective factors, including those already identified by VCBH. The Strategic Prevention Plan (SPP) will be used for information on conditions, behaviors and problems resulting from substance use.
- C. **Develop Community-Supported Interventions:** CONTRACTOR will begin with a review of available data and studies, engaging stakeholder communities and agencies to begin building relationships. Once data collection and analysis are complete and the target populations are determined, CONTRACTOR will build a work plan for the development and dissemination of findings regarding identified challenges, and community-supported interventions to reduce risk factors and augment protective factors for 1-2 vulnerable populations. Based upon findings, this may include additional data collection from local populations and communities, and will require mapping out key communications assets and

toolkits, collaborative campaign and strategy development, message testing, and media planning.

- D. **Identify Environmental, Structural and Policy Factors:** As part of the data analysis and community conversations, CONTRACTOR will identify factors that make certain populations in Ventura County more susceptible to health disparities. CONTRACTOR will then develop a list of protective factors that could aid in curbing these disparities. Communications materials will be developed to explain, raise awareness, and encourage action on health disparities: increasing protective factors and reducing risk factors. These may range from presentations, to published reports with publicity, to community advertising and flyers promoting Town Halls or other events in support of these efforts.
- E. **Build Awareness Campaigns:** CONTRACTOR will work closely with community and agency stakeholders to develop the most effective creative approach and dissemination tactical plan feasible to increase awareness in the target communities. The specific appropriate format and methods of outreach for the identified communities will be determined during the process, and potentially be unique approaches not previously implemented in Ventura County. All communications will be culturally and linguistically informed by community engagement process and findings. Ensuring communications are understandable, relevant, and relatable will increase agency, augment trust, and support future efforts.
- F. **Develop and Submit Reports:** Quantitative metrics will be considered by CONTRACTOR in the planning, collected throughout, and augmented with qualitative feedback from the data collection and creative development process. Reporting on awareness campaigns will include standard media metrics to evaluate effectiveness of messaging on population beliefs and norms. CONTRACTOR will 'tell the story' of the project in a format resonant with stakeholders from the priority population(s), including language, graphics, and other elements of visual or video documentation.

## 2. MEDIA AND MESSAGING SERVICES

CONTRACTOR services will assist COUNTY in achieving specified goals of the COUNTY's Strategic Prevention Plan (SPP)

County objectives include:

- **Opioid and Illicit Drug Initiative**  
By April 1, 2024, the percentage of licensed physicians enrolled in the Controlled Substance Utilization Review and Evaluation System (CURES) Prescription Drug

Monitoring Program (PDMP) will increase to more than 75%, as reported by the California Department of Justice.

- **Marijuana Prevention Initiative**

By May 1, 2024, perceived harm of frequent marijuana use will increase by at least 10% among Ventura County high school students, as measured by California Health Kids Survey data.

- **Underage and Binge Drinking Prevention Initiative**

By May 1, 2024, local underage and binge drinking prevention policies, including Social Host laws, will be actively enforced by local jurisdictions.

Messaging, media campaigns and communications materials called for within the SPP include, but are not limited to, traditional print and digital media Public Service Announcements (PSAs), custom short video segments used for training, as well as purchased ads and assets (paid) media spots. IE, as CONTRACTOR will not only assist in developing these, but also help ensure cohesiveness of message between channels and any materials developed by partners, to aid with delivering the greatest community impact in pursuit of these objectives.

In addition, CONTRACTOR will create communication tools and plan media to assist in activities such as professional development for prescribers or law enforcement, building support with local leaders and policymakers, and other efforts agreed upon with COUNTY that may enhance strategic, memorable communications.

With a focus on **Addressing Health Disparities Initiative** (as above), CONTRACTOR will lead efforts to collect and review extant local data on factors that lead to differences in health and behavioral health outcomes for 1-2 vulnerable populations and/or micro-minorities in Ventura County. These insights will inform prevention and education outreach strategies to reduce risk from substance misuse and increase protective factors. All resultant communications and awareness campaigns will heavily focus on culturally tailored information dissemination.

#### **MEDIA AND MESSAGING- PRIORITY AREAS:**

Address Health Disparities – CONTRACTOR will assist in communicating information in culturally relevant ways to build awareness and support which can lead to increased data collection and dissemination.

Reduce Opioid and Illicit Drug Abuse – CONTRACTOR will continue development of campaigns which can be shared by partners (maximizing reach with limited funding for media) and support, expansion, and promotion of the *VenturaCountyResponds.org* online community portal which can provide up-to-date information and tools for multiple

audiences, from prescribers to general community. In addition, customized, high-quality video training segments will be produced.

Prevent Youth Marijuana Use – CONTRACTOR will create and support this effort with campaign tools that are enhanced by but not dependent upon paid media for reaching intended audiences, addressing gaps in both perception and funding for paid media.

Prevent Underage and Risky Drinking – CONTRACTOR will develop, under general direction from COUNTY, public outreach campaigns and communications for law enforcement and retailers. Consistent with current COUNTY plans, media will aim to reduce underage and binge drinking and associated risky behavior, limiting impacts ranging from school performance to drink spiking and sexual assault awareness.

Deter Impaired Driving – Targeted media and messaging will be launched to reach many different audiences regarding Driving Under the Influence (DUI), from college students to middle-aged women to seniors who may be impaired by multiple prescription medications. Public safety and personal well-being will be included as themes for media campaigns.

#### **MEDIA AND MESSAGING SERVICE DELIVERABLES:**

- A. Provide strategic direction, communications planning & messaging development** of communications campaigns to further COUNTY strategic initiatives such as marijuana abuse prevention, opioid, stimulant, and other drug abuse prevention, underage and binge drinking prevention, and impaired driving prevention. Includes meetings and conference calls, conferences, planning meetings, and required contract monitoring meetings.
- B. Provide campaign development and media planning, buying and production services.** Campaign development services with graphic design, art production, copy editing, Spanish translation and production management of communications materials. Media services are to include dissemination planning and deployment of communications materials to target audiences, management, analytics reporting and media service reviews.
- C. Paid Media and Other Outsourced Costs:** Purchase of media and services, including digital and social media advertising, traditional media such as TV, print and radio, outdoor advertising, and location-based advertising such as in convenience stores, gas stations or movie theatres. Purchase of production services and materials including video production, animation production, audio production, and custom and stock photography. Purchase of website hosting, security monitoring and search engine optimization (SEO) services, and online software services.

## **AMERICAN RESCUE PLAN ACT (ARPA) PRIORITY AREAS:**

Counter Illicit Drug Use Among Youth – CONTRACTOR will develop, in collaboration with COUNTY and identified school and community organizations, awareness campaigns about current trends in illegal drug use among school-aged youth, including opioids and stimulants.

Illicit Drug Use Prevention with Focus on Young Adults – CONTRACTOR will develop, in collaboration with COUNTY and identified school and community organizations, awareness campaigns about current trends in illegal drug use among older school-aged youth, including combined use of opioids and stimulants.

## **CATEGORIES OF SERVICE DELIVERABLES:**

- A. Provide strategic direction, communications planning & messaging development** of communications campaigns to further COUNTY strategic initiatives with respect to illegal drug use prevention. Includes meetings and conference calls, conferences, planning meetings, and required contract monitoring meetings.
- B. Provide campaign development and media planning, buying and production services.** Campaign development services with graphic design, art production, copy editing, Spanish translation, and production management of communications materials. Media services are to include dissemination planning and deployment of communications materials to target audiences, management, analytics reporting and media service reviews.
- C. Paid Media and Other Outsourced Costs:** Purchase of media and services, including digital and social media advertising, print and radio, outdoor advertising, and location-based advertising such as in convenience stores, gas stations or movie theatres. Purchase of production services and materials including video production, animation production, audio production, and custom and stock photography. Purchase of website hosting, security monitoring and SEO services, and online software services.

### **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 10<sup>th</sup> of each month, for the prior month. Substantiating documentation must be attached.
4. CONTRACTOR shall submit an invoice with expense documentation by the 10<sup>th</sup> 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 10<sup>th</sup> 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**  
**IDEA ENGINEERING, INC.**

**January 1, 2024 through June 30, 2025, as amended June 4, 2024**

CONTRACTOR shall be paid according to the following:

**B. PAYMENT**

The maximum total amount of the Agreement for the period January 1, 2024 through June 30, 2025 shall not exceed a budget of **\$758,150**. (Funding Sources: Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) (\$715,150), SUBG American Rescue Plan Act (ARPA) (\$43,000) (Assistance Listing # 93.959), Vehicle Fines (Trust N853-772D and N853-772G), and Statham Fund (Trust N853-772F). See attached budgets.

C. 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.

D. 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.

E. 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.

F. 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.

- G. 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.
- H. 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 a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.
- I. 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**  
**IDEA ENGINEERING, INC.**  
**January 1, 2024 through June 30, 2024, as amended June 4, 2024**

A.

<b>SUS PREVENTION-SUBG</b>	
<b>PROFESSIONAL SERVICES</b>	<b>\$177,430</b>
<b>OPERATIONAL EXPENSES</b>	<b>\$61,200</b>
<b>SUB-TOTAL BUDGET</b>	<b>\$238,630</b>
<b>SUS PREVENTION-ARPA</b>	
<b>PROFESSIONAL SERVICES</b>	<b>\$12,210</b>
<b>OPERATIONAL EXPENSES</b>	<b>\$18,790</b>
<b>SUB-TOTAL BUDGET</b>	<b>\$31,000</b>
<b>TOTAL BUDGET</b>	<b>\$269,630</b>

**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.