

**FIRST AMENDMENT TO THE AGREEMENT  
BETWEEN VENTURA COUNTY BEHAVIORAL HEALTH  
AND TWO TREES COMMUNITY, 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 **TWO TREES COMMUNITY, INC.**, hereinafter referred to as "CONTRACTOR."

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

- V. 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.
- VI. Effective with respect to the service period commencing May 21, 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.
- VII. Except for the modifications described herein, all other terms and conditions of the Agreement shall remain in effect.
- VIII. 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.
- IX. 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.

**TWO TREES COMMUNITY**

  
\_\_\_\_\_  
Authorized Signature

John Bruley Lawson  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

6/11/24  
\_\_\_\_\_  
Date

**COUNTY OF VENTURA**

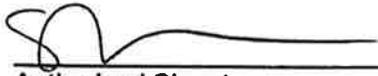
  
\_\_\_\_\_  
Authorized Signature

Dr. Loretta Donering DrPH MS  
Interim BH Director  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

6-13-2024  
\_\_\_\_\_  
Date

**TWO TREES COMMUNITY**

  
\_\_\_\_\_  
Authorized Signature

Shanna Lawson  
\_\_\_\_\_  
Printed Name

Secretary  
\_\_\_\_\_  
Title

6-11-24  
\_\_\_\_\_  
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**  
**TWO TREES COMMUNITY, INC.**  
**January 1, 2024 through June 30, 2025, as amended June 4, 2024**

**Local Opioid Response Services**

Two Trees Community Church (CONTRACTOR) will provide Opioid Crisis Response services, including (1) professional development and capacity building, (2) culturally and linguistically appropriate Overdose Prevention resources in Spanish and American Sign Language (ASL), and (3) locally supported Sustainable Opioid Response plan for Ventura County draft report.

**I. Expand High-Risk Overdose Prevention and Rescue Kit Distribution**

- A. Engage community-based organizations in Ventura County serving persons at elevated risk of opioid overdose, to ensure quality Rescue Kit Distribution policies.

In cooperation with VCBH, develop a new *Rescue Kit Distribution Program Standard Operating Procedures (SOP)* by March 1, 2024.

1. Review for comprehensive content and compatibility with other policies and procedures.
2. Carry out scenario testing to anticipate challenges in the field.
3. Establish working SOP for use by all current and future Overdose Rescue Kit Distribution site partners.

- B. By June 30, 2024, build training and technical capacity for implementing enhanced pre-recorded and scenario-based adult learning, including the use of PRIZM Immersive Learning and training system. Review and complete orientation videos and technical requirements. Train and test on effective adult learning for opioid overdose response among County agencies, public facing staff, and general public; scaling up available local training.

- C. In cooperation with VCBH, acquire, install, deploy, and maintain an on-site Immersive Simulation Training Room to provide realistic, repeatable, and recordable training sessions across a wide variety of settings and languages.

Build recognition and response capacity of existing and new overdose responders using lifelike environments and scenarios making training more immersive and more scalable, with video capture for training review.

1. Upskill existing first responder, healthcare, government, and layperson overdose trainers, with real-time feedback on skills and protocols. (450)
2. Train new overdose prevention educators and certify completion of OD response employees of VCBH, Public Health, and other agencies. (50)

- D. Incorporate state-of-the art harm reduction training about fentanyl and use of fentanyl test strips to prevent accidental opioid poisoning/overdose.
  - 1. Coordinate with VCBH to ensure high-quality training content.
  - 2. As directed, work with specified harm reduction contractor(s).
- E. Systematically provide training and/or technical assistance, as needed to VCBH Prevention Services staff and key collaborators for effective implementation of protocols, including:
  - 1. Engaging kit recipients, irrespective of their living situation or other criteria,
  - 2. Kit recipient training to maximize kit distribution and harm reduction efforts,
  - 3. Refill or post-use data collection minimum standards,
  - 4. Incorporate changes and enhancements into final Program SOP by June 30, 2024.

Milestones:

- 1. Expand Overdose Prevention Education by fifteen (15) additional sites, using standardized rescue kit distribution and tracking protocols.
- 2. Incorporate fentanyl test strips and harm reduction into *all* trainings.

**II. Provide Overdose Prevention Educator Training to existing distribution sites**

- A. Provide updated and ongoing training for up to fifteen (15) new sites, and no more than eighteen (18) existing sites.
- B. Update Educator training information quarterly using highest quality content, tailoring to agency/organizational needs, which is culturally/linguistically appropriate.
  - 1. Ensure adherence to program policies and procedures.
  - 2. Meet all pertinent State and/or Federal requirements for naloxone.
  - 3. Incorporate fentanyl test strips and harm reduction into *all* trainings.
  - 4. Submit all content updates/changes to VCBH for approval prior to Community dissemination.
- C. Maintain database of all Ventura County trained OD Prevention Program Educators
  - 1. Produce and issue Certificates of Completion to all current and future program Educators who have met the standards established.
  - 2. Share updated list of Educators in good standing on a quarterly basis and provide to VCBH Prevention Services management.
- D. By August 31, 2024, develop and implement an outcome measurement evaluation for the Overdose Prevention Program "Educator Training" in coordination with VCBH-contracted research and evaluation services provider.

1. Ensure measurable outcomes align with county goals and objectives.
2. Work with VCBH and other stakeholders to modify and or streamline training, taking full advantage of existing and emerging technologies.

Milestone: Complete training and provide updated list of Educators across Ventura County, improving reach and efficiency of kit distribution.

- E. Provide technical assistance/consultation services to VCBH Prevention Services staff on inventory management and data collection processes.
1. Working closely with Prevention Services Program Administrators, aid with upgrading and maintaining Overdose Rescue Kit supplies, messaging, assembly, numbering, and site distribution protocols.
  2. As needed, work with leadership of Ventura County Public Health or their designee to assist with training and implementation of rescue kit distribution to eligible County agency and department locations serving the public.

### **III. Expand Institutional Rescue Kit Program to Local Agencies and Businesses**

- A. Expand Institutional Program sites by twenty (20) sites.
- B. Focus expansion at institutions individuals at elevated risk of an opioid overdose may visit or participate.
1. Include schools, libraries, and all eligible County facilities/buildings.
  2. Equip institutional site partners with overdose rescue training and Institutional rescue kit(s).
  3. Implement Institutional Program standard operating procedures for all current and future institutional site partners.
- C. Participate in multi/agency coordination and collaboration to promote Institutional programs.
1. In collaboration with VCBH leadership develop county-wide policies ensuring Institutional programs can be implemented within the county system.
  2. Provide presentations at request and with approval of VCBH to potential partner agencies. No more than four (4) presentations per fiscal year.
- D. Provide Overdose Prevention Institutional Training to support the on-going recertification training of existing Institutional sites. Not to exceed eighteen (18) training for current institutional sites, and on-boarding training for twenty (20) new Institutional partner sites.

1. Update Institutional training content quarterly using highest quality content, tailoring to agency/organizations needs and cultural and linguistically appropriate content.
    - a. Ensure adherence to program policies and procedures.
    - b. Adhere to all pertinent State and Federal requirements.
    - c. Submit all content updates/changes to VCBH for approval before community dissemination.
  2. Maintain a database of all Ventura County trained Overdose Prevention Institutional Program participants.
    - a) Develop and issue certificates of completion to all current & future institutional participants.
    - b) Implement outcome measurement evaluation for Institutional program training.
    - c) Ensure measurable outcomes align with county goals and objectives.
- E. Provide four (4) Spanish Language "Overdose Prevention & Response" training community events.
1. Conduct event planning and coordination with community partners.
    - a. Recruit volunteers if needed, conduct volunteer training.
    - b. Ensure training is culturally and linguistically appropriate.
  2. Develop culturally and linguistically appropriate Spanish training.
    - a) Establish, coordinate local Spanish language community workgroup.
    - b) Promote four (4) events in collaboration with VCBH.
- F. Provide technical assistance/consultation services to VCBH Prevention Services staff regarding overdose prevention Institutional program inventory management, data collection efforts, and program procedure implementation.
1. Working closely with Prevention Services Program Administrators, aid with upgrading and maintaining Institutional Kit supplies, messaging, assembly, numbering, and site distribution protocols.
  2. As needed, work with leadership of Ventura County Public Health or their designee to assist with training and maintenance of service at County agency and department locations serving the public.

**IV. Culturally Responsive Overdose Prevention Materials and Services**

Develop and Provide Cultural and Linguistically Appropriate Content.

- A. Continue to build capacity in Overdose Prevention Program Trainers to ensure three (3) training providers.
  - B. Opioid & Illicit Drug Crisis Response Team will update and maintain Spanish language "Overdose Prevention & Response Training" tailored to Hispanic culture.
  - C. In Partnership with VCBH and other contracted providers develop web-based overdose Prevention Training tools(s)
  - D. In partnership with VCBH, and other Contractors(s) develop Overdose Prevention Responder Training videos in English and Spanish, leveraging technology for both synchronous and asynchronous learning.
    - 1. Take lead in coordination of multi/inter agency collaboration efforts in development of video training projects, including recordable Immersive Simulations with session-based and aggregate data reporting.
      - a. Develop new OD Prevention and Harm Reduction Project Plan and submit document to VCBH for approval.
      - b. Implement project plans with all participating contracted agencies to achieve high-impact, low-barrier prevention materials.
      - c. Ensure culturally and linguistically appropriate content.
- V. **Policy Consultation Services, by Appointment**
- Provide technical and practical consultation on naloxone policies and presentations.
- A. Participate in regional, statewide, and national conferences, as appropriate.
  - B. In consultation with VCBH SUS Division Manager, be available to assist County with refinements and adjustments to Overdose Prevention and Response policies.
  - C. Discuss local quantitative and qualitative data to inform approaches and protocols for engaging high risk populations and reducing harm.
  - D. Advise agencies on settings of elevated risk, including considerations for budget motels, human service provider settings, and law enforcement challenges.
- VI. **Engaging Medical Professional to Reduce Overdose**
- A. Actively collaborate with the Office of the Medical Examiner on a monthly basis to engage, educate and inform local professionals about risks of patient addiction, prevention of overdose and best practices in prescribing – including non-narcotic pain management strategies.

1. Review Medical Examiner overdose death data, maintain project tracking database, & provide informational correspondence to medical practices about fatalities involving prescribed medication.
  - a. In close coordination with the Chief Medical Examiner, ensure that fatality letters are prepared and sent monthly.
  - b. Ensure letters that are sent to prescribers are updated with up to date, relevant information on safe prescribing.
2. Maintain accompanying web page with current information and resources, including latest testing and harm-reduction practices.

**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**  
**TWO TREES COMMUNITY, INC.**  
**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 \$543,320. (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**  
**TWO TREES COMMUNITY, INC.**  
**January 1, 2024 through June 30, 2024, as amended June 4, 2024**

A.

<b>OPIOID SETTLEMENT FUNDS</b>	
<b>SALARIES and BENEFITS</b>	<b>\$81,734</b>
<b>OPERATIONAL EXPENSES</b>	<b>\$102,195</b>
<b>14.7% INDIRECT COSTS/ADMINISTRATION</b>	<b>\$27,038</b>
<b>TOTAL BUDGET</b>	<b>\$210,967</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.