

C O N T R A C T

This Agreement entered into this 1st day of July, 2024, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and **IDEA ENGINEERING, INC.**, a California corporation, hereinafter called "CONTRACTOR." This Agreement will be administered on behalf of the County by the VCBH Director or his/her authorized representative ("Director").

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing certain services;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and the attached Exhibit "A" which is incorporated as part of this Agreement.

2. **PAYMENT FOR SERVICES**

In consideration of the services rendered in accordance with all terms, conditions and specifications COUNTY will make payment to CONTRACTOR in the manner specified in the attached Exhibit "B", which is incorporated as part of this Agreement.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is intended or created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services on behalf of CONTRACTOR pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by

CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

Special Indemnity – CONTRACTOR will indemnify and hold harmless the COUNTY from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura by CONTRACTOR's employees, contractors and subcontractors relating to the employee's right to employment, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable.

COUNTY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR.

4. **NON-ASSIGNABILITY**

CONTRACTOR may not assign this Agreement or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Agreement.

5. **TERM**

This Agreement will be in effect from July 1, 2024 through June 30, 2025 subject to all the terms and conditions set forth herein.

This Agreement may, upon mutual agreement, be extended for up to two (2) additional one (1) year periods.

Time is of the essence in the performance of this Agreement.

Continuation of the Agreement is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation, therefore.

6. **TERMINATION**

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this

Agreement. On completion or termination of this Agreement, COUNTY will be entitled to immediate possession of, and CONTRACTOR will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by CONTRACTOR for this particular Agreement prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled to by law or under this Agreement.

7. DEFAULT

If CONTRACTOR defaults in the performance of any term or condition of this Agreement, CONTRACTOR must cure that default by a satisfactory performance within ten (10) days after service upon CONTRACTOR of written notice of the default. If the CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Agreement will be at the sole risk of the CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

9. INSURANCE

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY'S primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) Cyber Liability coverage in the minimum amount of \$1,000,000 per Occurrence and \$2,000,000 annual aggregate.
 - 6) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- C) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- D) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- E) The County of Ventura, VCBH, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except for Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- F) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, any applicable special districts, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement. As part of the insurance

verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.

- G) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and VCBH.
- H) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
 - 1) Certificates of Insurance for all required coverage.
 - 2) A separate additional Insured endorsement for General Liability Insurance.
 - 3) A separate Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others and Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

- I) It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.
- J) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
- K) CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

10. **INVESTIGATION AND RESEARCH**

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents, or employees, except as provided herein.

11. **AMENDMENTS**

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the

amount of CONTRACTOR's compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective only when incorporated in written amendments to this Agreement executed by both parties.

12. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having such interest will be employed or retained by CONTRACTOR under this Agreement.

13. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Agreement which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

CONTRACTOR and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the CONTRACTOR, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

- 1) CONTRACTOR and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement.
- 2) CONTRACTOR and its employees, agents, or subcontractors shall promptly transmit to the COUNTY all requests for disclosure of such identifying information not emanating from the client or person.
- 3) CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than COUNTY, without prior written authorization from the COUNTY, except if disclosure is required by State or Federal law.
- 4) For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

14. OWNERSHIP OF DATA

COUNTY retains ownership and exclusive rights to all data and materials collected, created or analyzed as part of the scope of work described in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in conferences or seminars, or for other purposes, requires written permission from the COUNTY.

15. **NOTICES**

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH
CONTRACTS ADMINISTRATION
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: SIMON DIXON
IDEA ENGINEERING, INC.
250 DE LA VINA STREET
SANTA BARBARA, CA 93105

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

15. **MERGER**

This Agreement supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the COUNTY except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not set forth in this Agreement will be valid or binding.

16. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

17. **SEVERABILITY**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

18. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

19. COMPLIANCE WITH LAWS

Each party to this Agreement will comply with all applicable laws.

A) CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws and regulations.

B) As necessary, CONTRACTOR shall establish written policies and procedures consistent with the requirements of any applicable laws, regulation, or guideline and ensure compliance with any audit issues that arise with DHCS, COUNTY, or any other regulatory agency.

20. CONTRACT REDUCTION

In the event that the Board of Supervisors, County Executive Officer, or VCBH Director implement reductions to the current fiscal year-budget or in the event any of the State or Federal funding entities for this Agreement do not appropriate sufficient funds or implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH Director or designee.

21. EXTENT OF CONTRACTUAL DOCUMENTS

This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," "E," "F," "G," "H," "I," "J," and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement and constitutes the entire Agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: STANDARD SERVICES TERMS AND CONDITIONS

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT E: ASSURANCE REGARDING NO UNLAWFUL USE OF DRUGS OR
ALCOHOL

EXHIBIT F: ASSURANCE REGARDING DRUG FREE WORK PLACE
EXHIBIT G: SMOKE FREE WORKPLACE CERTIFICATION
EXHIBIT H: LOBBYING RESTRICTIONS AND DISCLOSURE
EXHIBIT I: DEBARMENT AND SUSPENSION CERTIFICATION

22. This Agreement 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.
23. The parties hereto agree that this Agreement 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

IDEA ENGINEERING, INC.


Authorized Signature

JEANNE SPENCER
Printed Name

VP
Title

6/25/24
Date

77-8556993
Tax Identification Number

C2242108
Secretary of State Entity Number

COUNTY OF VENTURA


Authorized Signature

Dr. Loretta Denering, DrPH, MS
Printed Name

Behavioral Health Director
Title

July 16, 2024
Date

IDEA ENGINEERING, INC.


Authorized Signature

JOYCE VALENTINO
Printed Name

CFO
Title

6/25/24
Date

* If a corporation, this Agreement 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, (c) the Chief Financial Officer or Treasurer, or (d) Assistant Treasurer.

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

EXHIBIT "A"
SCOPE OF WORK
IDEA ENGINEERING, INC.
July 1, 2024 through June 30, 2025

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 Engineering (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 build a work plan for the development and dissemination of data 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)

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 focus 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 Overdose – CONTRACTOR will continue development of campaigns which can be shared by partners (maximizing reach with limited funding for media).

Prevent Youth Marijuana Use – CONTRACTOR will support campaign awareness campaign to reduce heavy and frequent cannabis use among young people.

Prevent Underage and Risky Drinking – CONTRACTOR will develop, under general direction from

COUNTY, public outreach campaigns and communications to reduce underage and binge drinking and associated risky behavior.

MEDIA AND MESSAGING SERVICE DELIVERABLES:

- A. Provide strategic direction, communications planning & messaging development of communications campaigns to further COUNTY strategic initiatives.**
- B. Provide campaign development and media planning, buying and production services.** Campaign development services with graphic design, art production, copy editing, limited Spanish translation and production management of communications materials.
- C. Paid Media and Other Outsourced Costs:** Purchase of media and services, including digital and social media advertising, and traditional media as approved by VCBH management.

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.
- C. Paid Media and Other Outsourced Costs:** Purchase of media and services, including digital and social media advertising, and traditional media as approved by VCBH management.

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
IDEA ENGINEERING, INC.
July 1, 2024 through June 30, 2025

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period July 1, 2024 through June 30, 2025 shall not exceed a budget of **\$411,020**. (Funding Sources: Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) (\$399,020) and SUBG American Rescue Plan Act (ARPA) (\$12,000) (Assistance Listing # 93.959). See attached budget.

- B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget in Exhibit B Budget Section). 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 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"
BUDGET
IDEA ENGINEERING, INC.
July 1, 2024 through June 30, 2025

A.

SUS PREVENTION-SUBG	
PROFESSIONAL SERVICES	\$334,120
OPERATIONAL EXPENSES	\$64,900
SUB-TOTAL BUDGET	\$399,020
SUS PREVENTION-ARPA	
PROFESSIONAL SERVICES	\$9,690
OPERATIONAL EXPENSES	\$2,310
SUB-TOTAL BUDGET	\$12,000
TOTAL BUDGET	\$411,020

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.

EXHIBIT "C"

Standard Services Terms and Conditions

1. BUSINESS ASSOCIATE AGREEMENT

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit "D"), which by this reference is made a part hereof.

2. NO UNLAWFUL OR UNLAWFUL USE MESSAGES REGARDING DRUGS

CONTRACTOR agrees that information produced as part of this Agreement, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (California Health & Safety Code (HSC), Division 10.7, Chapter 1429, Sections 11999-11999.3).

3. ASSURANCES REGARDING NO UNLAWFUL USE OF DRUGS OR ALCOHOL

CONTRACTOR agrees to execute and abide by the Assurances Regarding No Unlawful Use of Drugs or Alcohol Certification, attached as Exhibit "E" and incorporated in this Agreement.

4. ASSURANCES REGARDING DRUG FREE WORKPLACE

CONTRACTOR agrees to execute and abide by the Drug Free Workplace Certification, attached as Exhibit "F", and incorporated in this Agreement.

5. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

CONTRACTOR acknowledges that no activity under this Agreement may promote the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substance Act (21 USC 812).

6. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No activity under this Agreement will include the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

7. MARIJUANA RESTRICTION

No activity under this Agreement will, directly or indirectly, include the purchase, prescription, or provision of marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder.

8. SMOKE FREE WORKPLACE CERTIFICATION

CONTRACTOR agrees to execute and abide by the Smoke Free Workplace Certification, attached as Exhibit "G", and incorporated by reference.

9. **LOBBYING CERTIFICATION AND DISCLOSURE**

CONTRACTOR will comply with the requirements specified in Exhibit "H."

10. **FEDERAL SALARY RATE CAP**

CONTRACTOR agrees that no part of any Federal funds provided under this agreement shall be used by the CONTRACTOR or its sub-contractors to pay the salary and wages of an individual at a rate that is in excess of \$221,900 per year, or as adjusted by the Federal government, which is Level II of the Federal Executive Schedule.

11. **DEBARMENT AND SUSPENSION**

CONTRACTOR that it shall not subcontract with or employ any individual or entity listed as excluded in the System for Award Management (SAM) or the DHHS Office of the Inspector General's List of Excluded Individuals and Entities (LEIE), CONTRACTOR shall advise all subcontractors and employees of their obligation to comply the same requirements. If CONTRACTOR or any of its subcontractors subcontracts with or employs an excluded party, COUNTY has the right to terminate this Agreement, withhold payments, disallow costs, or issue a corrective action plan, as appropriate.

CONTRACTOR will provide a Debarment and Suspension Certification (Exhibit "I") and report any breach of that Certification to the Director immediately.

12. **TRAFFICKING VICTIMS' PROTECTION ACT OF 2000**

CONTRACTOR acknowledges that it and its subcontractors that provide services covered by this Agreement must comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

13. **AIR OR WATER POLLUTION REQUIREMENTS**

Because this Agreement may result in the payment of Federal funds in excess of \$100,000 CONTRACTOR acknowledges is obligations to comply with the following provisions:

- 1) all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- 2) all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

14. **PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR acknowledges that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247

15. BYRD ANTI-LOBBYING AMENDMENT (31 USC 13452)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS and COUNTY any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

16. HATCH ACT

CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, SubPart F., Chapter 773, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

17. UNIQUE IDENTIFIER REQUIREMENT

CONTRACTOR shall obtain and provide to COUNTY, prior to CONTRACTOR providing or performing any services pursuant to this Agreement and prior to COUNTY making any payment under this Agreement, a "unique entity identifier" as that term is defined at 2 C.F.R. § 25.415 and in Paragraph C.2 of Appendix A to 2 C.F.R. Part 25. CONTRACTOR is not required to complete the full Federal System for Award Management ("SAM") registration to obtain a unique entity identifier.

18. CHARITABLE CHOICE

- A) CONTRACTOR shall document and report to COUNTY the total number of referrals necessitated by religious objections to other alternative providers in order for COUNTY to annually submit this information to DHCS by October 1st. The annual submission to COUNTY shall contain all substantive information required by COUNTY and be formatted in a manner prescribed by COUNTY.
- B) No CONTRACTOR or its subcontractors will not engage in activities related to sectarian worship, instruction, or proselytization or provide direct, immediate, or substantial support to any religious activity in connection with the services provided under this Agreement.

19. DISCRIMINATION PROHIBITION AND PENALTY

Noncompliance with the requirements of nondiscrimination in services set out in Exhibit "A" shall constitute grounds for COUNTY to withhold payments under or terminate this Agreement.

25. **NON-DISCRIMINATION**

A) General

According to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

B) Employment

CONTRACTOR will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. CONTRACTOR's personnel policies will be made available to COUNTY upon request.

Employment and Services

- 1) CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR will not unlawfully discriminate against any person.
- 2) CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The Contractor and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR's and any subcontractors' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- 3) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.

- 4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- 5) CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and County agreements in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
- 8) CONTRACTOR will include the provisions of sections 10(B)(1) through 10 (B) (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by COUNTY or DHCS, CONTRACTOR may request in writing to COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of COUNTY, State and of the United States.

26. GENERAL DISCRIMINATION PROVISIONS

By signing this Agreement, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

Federal Law Requirements:

- Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in Federally funded programs.
- Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under Federal contracts and construction contracts greater than \$10,000 funded by Federal financial assistance.
- Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency.
- The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

State Law Requirements:

- Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- No state or Federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No Federal funds shall be used by the CONTRACTOR or its sub-contractors to provide direct, immediate, or substantial support to any religious activity.

27. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of United States Code, Title 42, Section 300x-65 and Code of Federal Regulations, Title 42, Part 54.

28. AMERICANS WITH DISABILITIES ACT

CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

29. PUBLICATIONS AND PRESENTATIONS

All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

Electronic and printed documents developed and produced for public communications shall comply with Section 508 of the Rehabilitation Act and the American Disabilities Act and ensure that visually impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

30. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national

standards as outlined online at:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
<https://thinkculturalhealth.hhs.gov/clas/standards>

CONTRACTOR agrees to comply with applicable Federal, State, and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

31. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

- A) CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code Sections 7290 -7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B) CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR Section 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

32. TRIBAL COMMUNITIES AND ORGANIZATIONS

CONTRACTOR shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and shall survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. CONTRACTOR shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

33. SUBSTITUTION

If particular people are identified in this Exhibit "A" as working under this Agreement, the CONTRACTOR will not assign others to work in their place without written permission from the VCBH Director or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

34. CONTRACT MONITORING AND REPORTING

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Agreement at any time during the CONTRACTOR's usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR's responsibility for the thoroughness of the services to be provided hereunder.

CONTRACTOR shall provide reports as required by the VCBH Director, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

35. AUDIT RECORD RETENTION REQUIREMENTS

A) Maintenance of Records

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. CONTRACTOR's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction. All records must be capable of verification by qualified auditors. Interviews with any employee who might reasonably have information related to such records will be allowed.

- 1) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by COUNTY, State, or Federal authorized representatives to the working papers of the external independent auditor, and require that copies of the working papers shall be made for COUNTY, State, or Federal authorized representatives at their request.

- 2) CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of verification by qualified auditors.
- 3) Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State (DHCS) for interim settlement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, (including any appeal in the action), or until the end of the regular ten (10) year period, whichever is later. When an audit by the Federal Government, DHCS, Department of General Services, Bureau of States Audits, California State Auditor, Comptroller General of the United States has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten (10) years, the interim settlement shall be considered as the final settlement.

Financial records shall be retained or preserved so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

- 4) CONTRACTOR shall preserve and make available their records for:
 - (1) a period of ten (10) years from the date of final payment under this Agreement, and
 - (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
- a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
- b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

5) Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR will work to collaborate in good faith with COUNTY to facilitate COUNTY obtaining and retaining CONTRACTOR's fiscal and program records for the required retention period. CONTRACTOR will provide the records to COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

36. VERIFICATION OF SERVICES AND SITE INSPECTION

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with Federal, State, and County statutes, regulations, and the terms and conditions of the Federal, State, and County funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. County, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms needed to determine compliance. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the CONTRACTOR to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Agreement and will be sufficient basis to terminate the Agreement for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, CONTRACTOR will be required to submit a corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

37. SINGLE AUDIT/AUDIT

If CONTRACTOR receives and expends more than \$750,000 in Federally allocated awards (associated with an Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and

Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If CONTRACTOR is not required to conduct a single audit as specified above, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

EXHIBIT "D"
BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **IDEA ENGINEERING, INC.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the 'Security Rule') with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within forty-eight (48) hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.
- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply

through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.

- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **SUS Prevention** services.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **July 1, 2024**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.
- c. *Obligations of Business Associate Upon Termination*
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business

Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.

3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

EXHIBIT "E"
**ASSURANCES REGARDING NO UNLAWFUL
USE OF DRUGS OR ALCOHOL**

Consistent with the requirements of California Health and Safety Code, Division 10.5, Sections 11999 through 11999.3 (SB 1377, Statutes of 1989, Chapter 1429), and on behalf of CONTRACTOR, the undersigned person does hereby assure that:

1. He or she understands the requirements of Section 11999.2 which state:
 - (a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.
 - (b) All aspects of a drug- or alcohol-related program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings. These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the "no unlawful use" of drugs and alcohol message.
 - (c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.
 - (d) This section does not apply to any program funded by the State that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV infection through intravenous drug use.
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

CONTRACTOR: **IDEA ENGINEERING, INC.**

Authorized Signature J Spence

Printed Name and Title JEANNE SPENCER, VP Date 6/25/24

Authorized Signature Joyle Valentino

Printed Name and Title JOYLE VALENTINO, CFO Date 6/25/24

*Note: This form must be signed by the person responsible for operating of a Substance Use Services related program.

EXHIBIT "F"
ASSURANCES REGARDING DRUG-FREE WORKPLACE

CONTRACTOR will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and will provide a drug free workplace by taking the following actions:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(c), that every employee engaged in the performance of the Agreement:
 - (1) Be given a copy of the CONTRACTOR's drug-free policy statement; and,
 - (2) As a condition of employment on the contract, agree to abide by the terms of the statement.
- d. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement, or both, and CONTRACTOR may be ineligible for future contracts if the COUNTY determines that any of the following has occurred:
 - 1) CONTRACTOR has made false certification; or
 - 2) CONTRACTOR has violated the certification by failing to carry out the requirements as noted above.

CONTRACTOR: **IDEA ENGINEERING, INC.**

Authorized Signature J. Spencer

Printed Name and Title JEANNE SPENCER, VP Date 6/25/24

Authorized Signature Joyce Valentino

Printed Name and Title JOYCE VALENTINO, CEO Date 6/25/24

*Note: This form must be signed by the person responsible for operation of a Substance Use Services related program.

EXHIBIT "G"

SMOKE-FREE WORKPLACE CERTIFICATION

Applicable to Federally funded agreements/grants and subcontracts/subawards that provide health, day care, early childhood development services, education, or library services to children under eighteen (18) directly or through local governments.

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 [Act], requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- C. By signing this Certificate, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. CONTRACTOR further agrees that it will insert this Certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

CONTRACTOR: **IDEA ENGINEERING, INC.**

Authorized Signature J. Spencer

Printed Name and Title JEANNE SPENCER, VP Date 6/25/24

Authorized Signature Joyce Valentino

Printed Name and Title JOYCE VALENTINO, CFO Date 6/25/24

EXHIBIT "H"

LOBBYING AND RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any Federally funded contracts in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

1. Certification and Disclosure Requirements

- a) each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following this Exhibit "H", consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit "H".
- b) Each recipient shall file a disclosure (in the form entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal grant.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- c) Each recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b), above. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered Federal action;
 - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered Federal action;
 - iv. Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,

- v. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this Exhibit "H." That person shall forward all disclosure forms to COUNTY Behavioral Health Department contracts department who will forward to the COUNTY Behavioral Health Department ADP program contract manager.

2. Prohibition

Title 31, USC, Section 1352, provides in part that no Federal appropriated funds may be expended, have been paid, or will be paid by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3. Restrictions on Lobbying – Appropriations Act Section 503

- a) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.
- b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Document 1X) in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR: **IDEA ENGINEERING, INC.**

Authorized Signature J. Spencer

Printed Name and Title JEANNE SPENCER, VP Date 6/25/24

Authorized Signature Joyce Valentini

Printed Name and Title JOYCE VALENTINI, CFO Date 6/25/24

EXHIBIT "I"

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and its duly authorized representative(s) understand, agree, and certify as follows:

1. By signing this Agreement, CONTRACTOR agrees to comply with Federal suspension and debarment regulations found in 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85. "Debarred" means excluded or disqualified from contracting with the Federal, State, or local government.
2. By signing this Agreement, CONTRACTOR certifies to the best of his or her knowledge and belief, that CONTRACTOR, its principals, and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
 - b. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - d. Have not within a three (3) year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the VCBH Contract Manager.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
5. If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, the COUNTY may terminate this Agreement for cause or default.
6. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.

CONTRACTOR's certification herein is a material representation of facts upon which the COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR's certification herein is erroneous or becomes erroneous by reason of changed circumstances.

CONTRACTOR NAME: **IDEA ENGINEERING, INC.**

BY J. Spencer
Authorized Signature

JEANNE SPENCER, VP
Printed Name and Title

6/25/24
Date

BY Joyce Valentino
Authorized Signature

JOYCE VALENTINO, CFO
Printed Name and Title

6/25/24
Date