

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

This First Amendment to the Agreement for Idea Engineering, Inc., which became effective August 1, 2018 ("Agreement"), is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department ("AGENCY"), a primary service provider, and IDEA ENGINEERING, INC., hereinafter referred to as "CONTRACTOR."

The parties hereby agree that the Agreement is amended as follows:

- I. Effective with respect to the service period commencing July 1, 2019 through June 30, 2021, Section 10, (Non-Discrimination), Subsection A, shall read as follows:

10) Non-Discrimination
A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, ancestry, sex, age, physical disability, handicap, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, military and veteran status, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

- II. Effective with respect to the service period commencing July 1, 2019 through June 30, 2021, Section 14 (Audit of Services and Site Inspection), shall be revised to read as follows:

14) Audit 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 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 Contract 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).

- III. Effective with respect to the service period commencing July 1, 2019 through June 30, 2021, Section 30 (Audit Record Retention Requirements), shall be added to this Contract to read as follows:

30) 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. All records must be capable of verification by qualified auditors. Any record or supporting documentation may be copied. 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. 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.
 - 4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents 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.
- IV. Effective with respect to the service period commencing July 1, 2019 through June 30, 2021, Section 31 (Additional Contract Restrictions), shall be added to this Contract.
- 31) Additional Contract Restrictions
- This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal, state, or County governments that affect the provisions, terms or funding of this Agreement in any manner.
- V. Effective with respect to the service period commencing July 1, 2019 through June 30, 2021, Exhibit "A" (Scope of Work) of the Agreement is deleted and replace with attached Exhibit "A".
- VI. Effective with respect to the service period commencing July 1, 2019 through June 30, 2021, Exhibit "B" (Budget) of the Agreement is deleted and replace with attached Exhibit "B".
- VII. Except for the modifications described herein, all other modifications and terms and conditions of the Agreement, shall remain in effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment.

CONTRACTOR

J Spencer
Authorized Signature

JEANNE SPENCER
Printed Name

VP
Title

7/23/19
Date

COUNTY OF VENTURA

Sevet Johnson
Authorized Signature

Sevet Johnson, PsyD
Behavioral Health Director
Printed Name

Title

8/22/19
Date

CONTRACTOR

Joyce Valentino
Authorized Signature

JOYCE VALENTINO
Printed Name

CFO
Title

7-23-19
Date

EXHIBIT "A"
SCOPE OF WORK
IDEA ENGINEERING INC.

July 1, 2019 through June 30, 2021

CONTRACTOR's program falls within the Mental Health Services Act (MHSA) "Innovation" component. All Innovation projects are time-limited and considered pilot projects. Ventura County Behavioral Health (VCBH) has designed a three (3) year project which focuses on increasing the access to services for middle age men living in Ventura County. VCBH will contract with Idea Engineering to execute the Innovation research project: Bartenders as Gatekeepers. The project will modify a current program approach that evaluates the effectiveness of a targeted advertising campaign and training bartenders as mental health gatekeepers.

Primary Purpose of Contract: Develop a suicide prevention advertising campaign with input from the target audience with lived experience.

Contractor Duties and Services

Tasks and Deliverables.

Innovations programs are pilot projects that are learning focused. Due to these underlying principles the following deliverables and subsequent targets are subject to change so long as the justification is documented ahead of time in quarterly reports and agreed upon by the CONTRACTOR and the COUNTY.

CONTRACTORS activities, deliverables, outputs and outcomes shall be aligned in accordance with the following model.

Core Deliverables	Target Enrollment	Target Outputs	Target Outcomes	Target Completion Date
1. Develop a Campaign that reaches men experiencing depression and at risk of suicide	-500 clicks to get connected to services on the website -20,000 video spot views -500 clicks on social media ads to get connected	<ul style="list-style-type: none"> Printed materials created: drink coasters, Pens, Posters (2 sizes). Materials hung in a minimum of 12 bars located in the target area Social media ads posted on Facebook/Instagram /etc. Increased traffic on the wellness everyday website 	<ul style="list-style-type: none"> More men ages 45-64 utilize the website to get connected to mental health services in the county Increase calls from men age 45-64 to local suicide hotline (Didi Hersh) advertised on campaign Increase in community awareness of suicide ideation among men ages 45-64 and of prevention services 	Year 2
2. Convene an Advisory Peer group	-5-7 community members with lived experience or bar management/ow	<ul style="list-style-type: none"> 2-3 meetings with sign-in sheets during year one or as needed to 	-Community-driven and culturally appropriate campaign for men ages 45-64 that drives intended outcomes.	Quarter 2

	nership within the target age range. <i>Examples of lived experience can be a diagnosis of depression, past ideation, attempt survivor, family member, or friend.</i>	provide feedback on the campaign.		
3. Develop a new suicide prevention Webpage with video spots in line with Campaign	-500 webpage views on wellnesseveryday.org suicide prevention page -20000 video spot views	<ul style="list-style-type: none"> • New Website page on Wellness Everyday.org • 1-3 Video Spots for featuring on the website 	-Increased use of wellnesseveryday.org to get connected to mental health services -Increase calls from men age 45-64 to local suicide hotline advertised on campaign	Year 2 Quarter 1
4. Develop Learning Toolkit that documents the entire Innovation project	-not applicable	<ul style="list-style-type: none"> • Communication Package documenting learning goals and project process • Presentation at BHAB and any other interested bodies. 	-Other counties/entities replicate campaign strategy if proven successful	Year 3

1. Administration
CONTRACTOR responsibilities include, but are not limited to:
 - a. CONTRACTOR will meet at a minimum of two times annually with COUNTY to review progress, provide updates, and discuss any technical assistance needed. COUNTY will provide additional training, information, and support during these meetings. CONTRACTOR will notify COUNTY of all program related events.
 - b. As CONTRACTOR recruits and leads advisory group meetings in partnership with the COUNTY, CONTRACTOR will be able to provide linkage and support to ensure those within the community who are seeking or have been identified as potentially needing mental health services are provided the appropriate link to supportive services. Any contacts and linkage with individuals who show interest in accessing mental health services will be logged and reported to the COUNTY. Individuals referred will still be eligible to participate in activities.
 - c. CONTRACTOR'S primary staff funded by this Agreement must attend semiannual CONTRACTOR Program Monitoring Meetings with the VCBH MHSA Administrator and the VCBH Contracts Department as requested by COUNTY.
 - d. CONTRACTOR will provide incentives to participating vendors chosen by the COUNTY to host trainings and participate in follow up programing and evaluation.
2. Timeline
The COUNTY recognizes that the timeline below is projected and may change, CONTRACTOR will be responsible for updating the timeline in quarterly reports.
Projected Timeline

Core Deliverable	Year and Quarter
1. Advisory Group	5-7 Members assembled by year 2 Quarter 2
2. Campaign Developed	Completed by Year 2 Q- 1.
3. Website Developed	Completed by Year 2 Q- 1.
4. Reporting	Ongoing quarterly
5. Learning Document	Completed by year 3

3. Evaluation
 CONTRACTOR will assist COUNTY in all required data collection to meet its proposed evaluation learning goals.
 CONTRACTOR relevant Learning Goals set forth below:

Question	Indicator	Measure
1. Is targeted outreach campaign effective in its goal of reaching middle age men?	-Increased website traffic- suicide prevention -Increased clicks to get connected to services	- Monitor increased website traffic to the suicide prevention website maintained by the County. - Track increased traffic after specific social media blasts or related events such as a celebrity completed suicide or other relevant happenings that cause a spike in website use though website analytics.
2. Will a targeted outreach campaign increase the number of calls from men ages 45-64 to the local crisis line?	Increase in number of men age 45-64 calling a crisis hotline	-Local Suicide Prevention Hotline total calls by age group compared pre and post project launch

4. Data Collection and Reporting
- CONTRACTOR will submit all publications to COUNTY. All materials developed or distributed under this contract shall meet all MHSA logo guidelines and regulations.
 - CONTRACTOR will report all program activities to COUNTY on a monthly basis through the MHSA tool and quarterly reports.
 - CONTRACTOR is responsible for entering and submitting all data related to its efforts into a database provided by VCBH by the 10th of the following month for which the data was collected, as required by federal, state, and local regulations, as well as any additional data reporting requirements mutually agreed upon by CONTRACTOR and COUNTY. Failure to comply with on-time data entry shall result in a delay of payment to the CONTRACTOR until data entry has been completed (see Exhibit "B," Section "E"). For example, outreach data for the month of April will need to be entered on or before May 10th in order for VCBH to have sufficient time to distribute the monthly report for the April invoice cycle.
 - CONTRACTOR will submit a VCBH Quarterly Report with a detailed description of the progress or challenges on completing each goal, objective and/or strategy

defined in Exhibit "A" by the 30th day following the end of the quarter, for the previous quarter. Copies of all substantiating documentation must be attached.

- e. The final report will be due six months after the close of contract CONTRACTOR may be asked to support the COUNTY with data requests or follow up questions.
- f. Reporting Deadlines

Reports:	Invoice	Data Tool	Quarterly Reports	Evaluation Report
Frequency:	Monthly	Monthly	Quarterly	Once
Deadline:	The 10 th	The 10 th	30 th of Jan/ April/ July/ Oct	6 months after Contract End

Additional MHSA Requirements

1. CONTRACTOR'S primary staff funded by this Agreement must attend mandatory VCBH CONTRACTOR meetings as determined by the COUNTY.
2. CONTRACTOR'S primary staff funded by this Agreement must attend semiannual CONTRACTOR program monitoring meetings with the VCBH Operational Manager and Contracts Division. Additional meetings may include monthly or quarterly meetings, as deemed appropriate by the VCBH Operational Manager and/or Contracts Division.
3. Per State regulations, CONTRACTOR shall be responsible for entering and submitting all data into a database provided by COUNTY. All data forms, including surveys and intake forms, will be submitted to the VCBH Operational Manager as instructed. Failure to comply with on-time data entry and/or delivery shall result in a delay of payment. Exception: Programs submitting quarterly data, as agreed upon with the VCBH Operational Manager.
4. 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.
5. Upon request, CONTRACTOR shall submit and review records of activities, such as: sign-in sheets, meeting notes, training memos or agendas, training, conference materials, and local media coverage. CONTRACTOR shall be prepared to review these documents with COUNTY upon request.

BUDGET

PAYMENT PROVISIONS

July 1, 2019 through June 30, 2021

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period of July 1, 2019 through June 30, 2021 will not exceed \$156,843.

B. Payment shall be made upon the submission of approved invoices to COUNTY. 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 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 result in payment delay or no payment due to CONTRACTOR failing to submit invoices within the contracted timeframes for invoice submittal. 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.

BUDGET

July 1, 2019 through June 30, 2020

Idea Engineering FY 2018-2021 Suicide Prevention - Gatekeepers									
	BUDGET LINE ITEM	Rate	FY18-19		FY19-20		FY20-21		
I	SALARIES & BENEFITS								
a	Staffing Cost		\$ -		\$ -		\$ -		
	Salaries Sub Total		\$ -		\$ -		\$ -		
	Benefits		\$ -		\$ -		\$ -		
	Sub Total Salaries & Benefits		\$ -		\$ -		\$ -		
II	DIRECT OPERATING EXPENSES								
A	PROFESSIONAL SERVICES	Rate	Hours		Hours		Hours		
a	Creative Director	\$ 150.00	125	\$ 18,750	16	\$ 2,400	16	\$ 2,400	
b	Graphic Designer/Translation	\$ 100.00	195	\$ 19,500	11	\$ 1,100	11	\$ 1,100	
c	Programmer/Graphic Design	\$ 100.00	30	\$ 3,000	8	\$ 800	8	\$ 800	
d	Video Direction & Production	\$ 150.00	260	\$ 39,000	20	\$ 3,000	20	\$ 3,000	
e	Social Media Outreach	\$ 100.00	150	\$ 15,000	300	\$ 30,000	0	\$ -	
	Sub Total Professional Services			\$ 95,250		\$ 37,300		\$ 7,300	
B	CONFERENCES, MEETINGS, ACTIVITIES								
a				\$ -		\$ -		\$ -	
	Sub Total Conferences, etc.			\$ -		\$ -		\$ -	
C	PROGRAM EXPENSE								
a	Campaign Materials	\$11,193.00	1	\$ 11,193	0	\$ -	0	\$ -	
b	Incentives for Trainings	\$ 4,000.00				\$ 4,000			
	Sub Total Program Expense			\$ 11,193		\$ 4,000		\$ -	
	Sub Total Section II			\$106,443		\$ 41,300		\$ 7,300	
III	INDIRECT COSTS / ADMINISTRATION								
a	Fiscal/Administration	100	18	\$ -		\$ 1,800.00		\$ -	
	Sub Total Section III			\$ -		\$ 1,800.00		\$ -	
	Contract Maximum			\$106,443		\$ 43,100		\$ 7,300	
	Three years Contract Maximum							\$ 156,843	

Note: Upon advance notice to and approval from COUNTY, individual line items between categories in CONTRACTOR's operational budget may fluctuate up to 20%. Line item categories are: "Salaries & Benefits, Direct Operating Expenses," and "Indirect Costs/Administration." Any approved increase to a line item must identify a corresponding decrease to ensure that the total contract maximum as set forth in Exhibit "B," Section A is not exceeded.

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