

SEVENTH AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF VENTURA AND REALITY IMPROV CONNECTION, INC.

This "Seventh Amendment" to the Agreement for Substance Use Prevention Services, which became effective January 1, 2020, is made and entered into by and between the COUNTY OF VENTURA, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "COUNTY," and REALITY IMPROV CONNECTION, INC., hereinafter referred to as "CONTRACTOR."

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

- I. Effective with respect to the service period commencing July 1, 2022 through June 30, 2023, Section 9 (INSURANCE PROVISIONS) of the Agreement is revised to read as follows:

9. INSURANCE PROVISIONS

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:
- 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) Commercial 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, products/completed operations broad form blanket contractual and \$50,000 fire legal liability.
 - 2) 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.
 - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 4) 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) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

- D) The County of Ventura is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this contract for General Liability Insurance.
- E) CONTRACTOR agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents, and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for General Liability Insurance.
 - 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or 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 contract.

- II. Effective with respect to the service period commencing July 1, 2022 through June 30, 2023, Exhibit "A" (SCOPE OF WORK) of the Agreement is deleted in its entirety and replaced with new Exhibit "A" (SCOPE OF WORK), attached hereto.
- III. Effective with respect to the service period commencing July 1, 2022 through June 30, 2023, Exhibit "B-2" (PAYMENT PROVISIONS) of the Agreement is deleted in its entirety and replaced with new Exhibit "B-2" (PAYMENT PROVISIONS), attached hereto.
- IV. Effective with respect to the service period commencing July 1, 2022 through June 30, 2023, Exhibit "I" (NOTIFICATION OF FEDERAL FUNDING FOR FY 2022-2023) is deleted in its entirety and replaced with new Exhibit "I" (NOTIFICATION OF FEDERAL FUNDING FOR FY 2022-23), attached hereto.
- V. Except for the modifications described herein, all other modifications and terms and conditions of the Agreement shall remain in effect.
- VI. This Seventh Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- VII. The parties hereto agree that this Seventh Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

CONTRACTOR

Authorized Signature

Printed Name

Title

Date

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

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

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

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

EXHIBIT “A”

SCOPE OF WORK

REALITY IMPROV CONNECTION, INC.

July 1, 2022 through June 30, 2023

1. Substance Abuse Prevention and Treatment Block Grant (SABG) PRIME PREVENTION SERVICES

Overdose Prevention Education Efforts

- a) Social Media efforts and live presentations directing adults to use safe drug disposal options, while educating community members about the risks posed to youth by easy access to drugs in private homes, featuring local consequences of diverted painkillers.
- b) Reality Improv spokespersons and youth advocates will develop and air at least two (2) video public service announcements (PSAs) per fiscal year and two (2) audio PSAs about the dangers of drug misuse and the importance of safe drug disposal options, suitable for use within a portable, interactive display.
- c) Host at least eighteen (18) prevention game show events per fiscal year in which the dangers of Rx drug abuse and its link to heroin use are featured, and where safe drug disposal options are shared. Events shall maximize the use of interactive audio and video to facilitate participant engagement and learning retention.
- d) Carry out at least twelve (12) presentations to adults per fiscal year, including parents, school administrators and staff, regarding the risks posed by prescription drug misuse and opioid addiction.
- e) Participate, as requested, in the Rx Drug Abuse and Heroin workgroup led by Ventura County Behavioral Health (VCBH), to advance community outreach and education on the Opioid Crisis.
- f) Provide overdose prevention outreach and education opportunities for parents, youth, seniors, and caregivers, as well as other residents.
 - a. Design, plan and implement Opioid Awareness for parents and grandparents, providing new on-campus and on on-line content and presentations for learning about fentanyl and the emerging risks of laced/contaminated pills, specifically targeting families at elevated risk for opioid exposure and early, frequent use for teens ages 13 to 16.
 - b. Educate and inform at least sixty (60) community members about opioid safety and opioid risks in residential settings, including Medication Safety at Home. Complete between six and ten (6 -10) parent training sessions, using VCBH materials; and
 - c. Conduct at least three (3) informational presentations to youth-serving organizations to include (1) drug access among youth, (2) the new social media realities of drug use and drug culture, (3) how to engage with youth/adolescents about substance misuse, and (4) available local resources for opioid safety and drug treatment.

- g) Increase Safe Drug Disposal Strategies by working to expand local Prescription Drug Take Back locations and events throughout the county to allow for increased safe drug collection and disposal from non-law enforcement settings. Assist in identifying potential pharmacy locations for enhanced take-back events.

Addressing Health Disparities

- a) Engage young people of diverse backgrounds in projects that express and share their experience, needs and ideas regarding drug use through a variety of methods (speaking, writing, art, videos, live performance) and which are pro-social and protective in nature.
- b) Collaborate with youth groups, coalitions and organizations serving LGBT youth using Social Change and Theatre of the Oppressed techniques to promote discussion and critical examination of personal, social and community issues related to health and well-being, alcohol and drug use and abuse and explore ideas for change; including use of photography and structured group process to determine possible prevention interventions.
- c) Develop a diverse troupe of multigenerational spokespersons to provide outreach to peers and the community through social media, workshops, live presentations and interactive community events including adults.
- d) In collaboration with VCBH, implement strategic outreach to families of “homeless,” unhoused and/or marginally sheltered youth with information about current drug risks and trends in Fentanyl and other drug use. Engage and inform historically underserved and/or stigmatized populations, respecting income and disability status, as well as lived experiences which may contribute to, or exacerbate, substance abuse risk.
 - a. Engage at least twelve (12) families/youth experiencing food/shelter insecurity;
 - b. Collect contemporary drug access, price, and use information, as appropriate;
 - c. Provide dialogue and information to reduce risk factors and increase protective factors among youth and young adults, including ACCESS to care information.
 - d. By June 5, 2023, prepare and submit a Vulnerable Populations Outreach Report, summarizing successes, challenges and progress in reducing opioid risk for youth.

Marijuana Harms Prevention Initiative

- a) Conduct community assessment activities (surveys, focus groups, peer interviews, exploration of issues) including discussions about local trends on use and abuse of marijuana.
- b) Carry out in-classroom workshops and community presentations about risks of vaping which include information on the science of marijuana and the developing teen brain, using dynamic content and interactive process.
- c) Provide online vaping/cannabis prevention games, quizzes for youth and parents, and research supported and evidence-based approaches to prevent harms at the individual, family and community levels.
- d) Launch Social Media campaigns sharing credible and impactful messages about dangers of vaping and the harms associated with marijuana use by youth.

- e) Promote and share the MJFactCheck.org website through presentations, resource tables, social media/website to increase dialogue about teen brain risk.

Underage and Binge Drinking Prevention Services

- a) Promote community discussion, suggestions for healthy and effective family policies, earned media, and increased participant awareness and support for Social Host accountability.
- b) Coordinate assessment activities documenting group or community perceptions of alcohol-related problems, using discussion and questions about local social and retail availability.
- c) Provide at least fifty (50) classroom workshops per full fiscal year, as well as parent presentations or community outreach events with information about the problems of underage drinking, drug use, and local Social Host Ordinances.
- d) Interactive sessions using critical examination of the issues and exploration of ideas for change.

Impaired Driving Prevention Services

- a) Assist with joint presentations involving college or university programs on preventing impaired driving and/or promotion of state and/or local traffic safety policies.
- b) Participate in at least one (1) launch event of new media campaign to prevent impaired driving in Ventura County per fiscal year, focusing on alcohol and/or prescription medications.

Digital Media Support

- a) Install audio/video equipment and digital production equipment in 10-ft by 12-ft media studio, providing VCBH-approved staff and volunteers access to new digital tools.
- b) Contractor shall provide on-site hosting and production assistance for VCBH leadership and prevention staff to:
 - a. support defined audio and video projects,
 - b. maintain studio schedule and production times,
 - c. organize and securely store digital files
 - d. perform editing and/or professional post-production coordination for VCBH media; and
 - e. coordinate at least weekly with SUS Prevention Manager, to ensure timely, high-quality recordings, webcasts and videos.
- c) At least 4 completed video projects for VCBH Leadership and/or VCBH staff community messaging, as approved in advance by VCBH Division Chief or Prevention Services Manager.

2. SABG AMERICAN RESCUE PLAN ACT (ARPA) PREVENTION SERVICES

Adolescent Digital Access to Prevention thru Technology (ADAPT) - Supplemental Funding

To advance equity of participation and reduce barriers, the CONTRACTOR will fortify technologies already available to expand participation in primary prevention activities.

- a) Fully implement classroom size set tablets to ensure all students participating in interactive and immersive prevention activities access approved resources, edit photos and videos as part of structured prevention activities, and participate in workshops organized by CONTRACTOR.
- b) Ensure upgraded and continuous software licensures to offer Zoom Webinar, content “gamification”—making lessons and learning objectives more enjoyably interactive—and the 3-D interactive “BRITeworld” platform; aiding large-scale interactive events and increasing use of online prevention content, as approved by VCBH Substance Use Services (SUS) Prevention.
- c) Engage 1,000 – 1,500 individuals in primary prevention online content, with special attention and consideration for those from higher-need school communities, in order to maximize interactive/immersive technologies.

VCBH PREVENTION SERVICES CONTRACTOR REQUIREMENTS:

1. Primary staff funded by this contract must attend quarterly COUNTY/CONTRACTOR meetings.
2. Primary staff funded by this contract must attend quarterly CONTRACTOR monitoring meetings with COUNTY's Substance Use Prevention Services Manager.
3. CONTRACTOR shall submit a COUNTY VCBH Prevention Monthly Report with a detailed description of the progress on each goal, objective and/or strategy defined in Exhibit "A" by the 10th of each month, for the previous month. All 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 (i.e., information dissemination, community-based process, etc.)
5. CONTRACTOR shall further ensure that entries are made into the California Department of Health Care Services (DHCS) activity reporting portal known as Primary Prevention Substance Use Disorder Data System (PPSDS) by the 10th of each month, recording services provided during the previous month.
6. All trainings, 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 Manager.
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 to COUNTY's VCBH Substance Use Prevention Services unit in writing at least thirty (30) days prior to their occurrence.

EXHIBIT "B-2"
PAYMENT PROVISIONS
REALITY IMPROV CONNECTION, INC.
July 1, 2022 through June 30, 2023

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period July 1, 2022 through June 30, 2023 shall not exceed a budget of \$399,920 (Funding Sources - Substance Abuse Prevention and Treatment Block Grant (SABG) (\$390,920) and SABG American Rescue Plan Act (ARPA) (\$9,000) - 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). 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 also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.
- D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.
- E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR'S activities and operations as they relate to CONTRACTOR'S performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.
- F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the

COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

- H. If CONTRACTOR is a non-profit organization or entity, and receives SABG 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-2”
OPERATIONAL BUDGET
REALITY IMPROV CONNECTION, INC.**

July 1, 2022 through June 30, 2023

SALARIES AND PAYROLL EXPENSES	Hours	Rate	Total
Executive Director	1,552	\$37.50	\$ 58,200
Project Assistant	1,200	\$20.00	\$ 24,000
Project Coordinators	2,000	\$20.00	\$ 40,000
Trainers & Project Support hour	2,000	\$18.00	\$ 36,000
Director of Media	285	\$55.00	\$ 15,675
Studio/Camera Operators	100	\$36.00	\$ 3,600
Editor II/Animator	350	\$45.00	\$ 15,750
Editor I	255	\$36.00	\$ 9,180
Payroll Expenses / Benefits @ 15%			\$ 30,361
TOTAL SALARIES AND PAYROLL EXPENSES			\$ 232,766
OPERATING EXPENSES			
Consultant			\$ 41,000
Spokespersons Troupe			\$ 6,000
Training & Technical Assistance			\$ 3,600
Phone Service 12 months @ \$260			\$ 3,120
Office supplies/software			\$ 2,400
Website hosting & online communications			\$ 3,000
Accessibility Widget			\$ 496
Video/Audio Studio Rent & management, VCBH approved recordings, web events, and videos			\$ 63,000
TOTAL OPERATING BUDGET			\$ 122,616
SALARIES AND PAYROLL EXPENSES			\$ 232,766
OPERATING EXPENSES			\$ 122,616
TOTAL SALARIES & OPERATING EXPENSES			\$ 355,382
Indirect costs 10% of total budget			\$ 35,538
SUB-TOTAL BUDGET			\$ 390,920
Virtual meeting licenses & immersive tech costs – SABG ARPA Supplemental Funds (No Indirect Costs)			\$ 9,000
TOTAL BUDGET			\$ 399,920

Note 1: Budgetary Line Item Adjustments

Budgetary line item adjustments must be pre-approved by 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

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.

Note 2: 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 "I"

NOTIFICATION OF FEDERAL FUNDING FOR FY 2022-23

Ventura County Behavioral Health is providing notification to CONTRACTOR of the subaward of federal grant funds that are included in CONTRACTOR's contract with Ventura County Behavioral Health. The table below provides all required information related to the subaward of federal grant funds.

Subrecipient Name:		REALITY IMPROV CONNECTION, INC..								
Subrecipient Unique Entity Number:		YZ62TA7APS59								
Contract Number and/or Description	Assistance Listing Number	Federal Award Name	Federal Agency	Federal Award ID	Award Date	Amount Obligated to Subrecipient	Amount Received by Subrecipient	Term	Indirect Rate	R&D? (Y or N)
Prevention education, awareness and data collection	93.959	Block Grants for Prevention and Treatment of Substance Abuse	Department of Health and Human Services	1B08TI084632-01	02/10/22	\$390,920	\$390,920	7/1/22 to 6/30/23	De minimis rate of 10%	N
Prevention education, awareness and data collection	93.959	Block Grants for Prevention and Treatment of Substance Abuse	Department of Health and Human Services	1B08TI083929-01	9/1/21 to 9/30/25	\$9,000	\$9,000	7/1/22 to 6/30/23	De Minimis rate of 10%	N
Federal Award Description:										
The objective of the Substance Abuse Prevention and Treatment Block Grant (SABG) program is to provide funds to States, Territories, and one Indian tribe for the purpose of planning, carrying out and evaluating activities to prevent and treat Substance Abuse (SA) and other related activities as authorized by the statute.										
The SABG is the primary tool the Federal Government uses to fund State SA prevention and treatment programs. While the SABG provides Federal support to addiction prevention and treatment services nationally, it empowers the States to design solutions to specific addiction problems that are experienced locally.										
Note: Federal award project descriptions can be found at beta.sam.gov .										

Non-Federal entities that expend \$750,000 or more in a year in total Federal awards shall have a single or program specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Part 200).

COUNTY OF VENTURA

REALITY IMPROV CONNECTION, INC.

REALITY IMPROV CONNECTION, INC.