

CONTRACTOR: MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT

**PROGRAM: MENTAL HEALTH SERVICES ACT (MHSA) HEALING THE
COMMUNITY PROGRAM**

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 **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT**, a California Not-for-profit 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", "B-1", and "B-2" 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) 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) 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.

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
PROVIDER NETWORK OPERATIONS
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT
505 SOUTH A STREET
OXNARD, CA 93030

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the person(s) of department(s) 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.

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," "A-1," "A-2," "B," "B-1," "B-2," "C," "D," 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 (A-1 and A-2)

EXHIBIT B: PAYMENT PROVISIONS (B-1 and B-2)

EXHIBIT C: STANDARD SERVICES TERMS AND CONDITIONS

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**MIXTECO/INDIGENA COMMUNITY
ORGANIZING PROJECT**

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT

Authorized Signature

Printed Name

Title

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-1”
SCOPE OF WORK
Mixteco/Indígena Community Organizing Project (MICOP)
Mental Health Services Act (MHSA) Healing the Community Program
July 1, 2024 through June 30, 2025

CONTRACTOR’s program falls within the MHSA Prevention & Early Intervention (PEI) component of the Ventura County Behavioral Health MHSA Plan. It supports the Prevention category and observes the following strategies:

- a. Provide access and linkage to treatment,
- b. Improve timely access to services for underserved populations
- c. Non-stigmatizing and non-discriminatory

CONTRACTOR’s projects and activities shall be aligned with the following Outcomes/Objectives:

PROGRAM DESCRIPTION

<p>A. GOALS & OBJECTIVES</p>	<p>This program is designed to address the mental health care needs for Mixtec/ Indigenous; Latino/a/x; otherwise black and indigenous people of color (BIPOC), and people of Indigenous descent who are disproportionately at risk of mental health challenges. Of which targeted focus (50%) will be given to women between the ages of eighteen through twenty-five (18-25) who fit the above criteria. Through the use of multilingual, culturally and linguistically appropriate traditional Indigenous knowledge in order to increase mental wellness.</p> <p>Based on research findings from MHSA Innovations Project HTS (Santamaría et al., 2021), data collected by MICOP’s Conexión con mis Compañeras, and Project Living with Peace; the proposed project aims to:</p> <ol style="list-style-type: none"> 1. Increase access to mental health services for high priority underserved groups by providing direct mental health services and outreach from MICOP’s Team Healing the Community in partnership with VCBH practitioners. To provide one hundred (100) (face-to-face), and to five hundred (500) (virtually) Mixteco/ Indígena community members and other priority group community participants, with 50% of all served being women between the ages of eighteen through twenty-five (18-25). 2. Increase the quality of multilingual culturally appropriate, responsive, and sustaining preventative mental health care services, to the aforementioned participants through weekly, bi-weekly, and monthly opportunities. These services will focus on the de-stigmatization of mental healthcare for the community utilizing Indigenous healing practices including but not limited to plant-based teas, vapor baths, Reiki, limpieas, breath work, meditation, visualization, gentle movement, etc. 3. Promote interagency collaboration for preventative mental health care services and support with measurable outcomes with at least 10% of participants receiving a ‘soft’ hand-off including case management for direct services from VCBH who will deliver mental health care integrated with indigenous practices. 4 Support increased capacity of VCBH partners to provide culturally responsive services through ongoing training, consultation, and support to VCBH partners. <p><i>*. All target numbers are estimates and as such will be adjusted as appropriate over the course of the year.</i></p>
<p>B. TARGET POPULATION</p>	<ul style="list-style-type: none"> ❖ Face-to-face: N=100 Mixtec/Indígena community members N=75 or 50% being women between the ages of eighteen through twenty-five (18-25). - N=25 or 17% being Latino/a/x; otherwise BIPOC, and/or Indigenous descent ❖ Virtual Platforms: N= 500 Mixtec/Indígena, Latinx, BIPOC, and/or Indigenous community members.

C. PROJECT ACTIVITIES

Biweekly intake of **six (6) clients unduplicated** clients for direct Indigenous treatment to prevent stress, anxiety, and depression (plant-based teas, vapor baths, Reiki/ limpias)
 -Intake including collection of MHSA PEI demographic and outcomes metrics using VCBH Tracking log. As well as MICOP developed pre/post evaluation tools measuring effect.

- ❖ Series of five (5) multilingual in-person or I virtual workshops using zoom or similar platform for **N=15** participants with a planned curriculum supported by online videos and resources on Indigenous plant medicine, client self-care, healing breath work, guided visualization, gentle movement, healthy food choices, etc.
 - Intake including PEI demographic, satisfaction, and outcome tracking log.
- ❖ Monthly virtual or in-person Full Moon Celebrations **N=10** for women's mental health support.
- ❖ Quarterly Indigenous Wellness Workshops are conducted in consultation with local Native Americans and Indigenous spiritual communities and use language, culture, songs, steam, and plants in a traditional setting to maintain mental physical, emotional, and spiritual wellness.
- ❖ Monthly evaluation of data collected and submitted to VCBH for cumulative and summative reporting. May be reviewed quarterly during the provider meeting.
 -May include pre and post-test measures of effectiveness and will include customer satisfaction surveys post courses and events.
- ❖ Consult with VCBH providers as needed to enhance culturally responsive service delivery to Mixteco/Indigenous communities.

ANNUAL SUCCESS CRITERIA & MEASURABLE OUTCOMES

Planning, Development, & Implementation of Project Curricula (N=3)

- Series of 5 multilingual in-person or virtual workshops; topics may include: (1) reduction of mental health care stigma in the migrant indigenous community, (2) Indigenous Mixtec plant medicine, (3) client self-care, (4) healing breath work, (5) guided visualization, (6) gentle movement, (7) healthy food choices, (8) connecting body, mind, and Spirit (5 hours)
- Monthly Full Moon Celebrations (10 -1-hour sessions)
- Annual Indigenous Knowledge Conference (6 hours)

Clients directly served face-to-face (N=100)

- Biweekly intake of six (6) unduplicated clients for direct Indigenous treatment to prevent stress, anxiety, and depression (plant-based teas, vapor baths, Reiki/ limpias), including 'snowball' outreach. Overall target demographics to include:
- At least two (2) clients per intake women between ages of eighteen through twenty-five (18-25)
- At least two (2) clients from Mixteco community
- At least one (1) client from other BIPOC/Latinx community

Multilingual virtual or in-person workshops with the aforementioned curriculum on reduction of mental health care stigma in the migrant indigenous community, Indigenous plant medicine, client self-care, healing breathwork, guided visualization, gentle movement, healthy food choices, etc. (N= 50)

- Series of five (5) workshops, at least ten (10) participants on zoom or in-person per session
- At least four to ten (4-10) per intake women between ages of eighteen through twenty-five (18-25)
- At least three to ten (3-10) from Mixteco community
- At least three (3) clients from other BIPOC/Latinx community

Monthly virtual or in person Indigenous Women's Full Moon Celebrations for preventative mental

health support (N=10).

- Every month for ten to fifteen (10-15) participants on zoom or in person per session
- At least six to ten (6-10) per intake women between ages of eighteen through twenty-five (18-25)
- At least three to ten (3-10) from Mixteco community
- At least five (5) clients from other BIPOC/Latinx community

Quarterly Traditional Indigenous Wellness Workshops.

- Four (4) total workshops.
- At least twenty (20) total unduplicated participants.

Quarterly client hand-offs and referrals directly to VCBH for county services including client navigation support as needed (N=10-15).

- Four (4) soft 'hand-offs' or referrals per month from MICOP to VCBH
- At least two (2) clients per intake women between ages of eighteen through twenty-five (18-25)
- At least two (2) clients from Mixteco community
- At least one (1) client from other Black and indigenous people of color (BIPOC)/Latinx community

Consult with VCBH providers as needed to enhance culturally responsive service delivery to Mixteco/Indigenous communities.

BUDGET Narrative

Expenses for this project are designated for personnel, materials associated with traditional healing modalities, and space to implement service.

See two separate and distinct budget allocations below for this proposal.

Annual PEI Proposal A is for the Prevention, Access and Linkage to Treatment, Stigma and Discrimination Reduction, and Improving Timely Access to Services for Underserved Populations activities.

Key Staff:

Director/ Manager - Bilingual Spanish/ English, Project Oversight, Personnel Supervision, Communication, Reporting, Evaluation, and Direct Service Provision

Manager/ Coordinator - Bilingual Spanish/ English, Project Coordination, Community Liaison, Promotora Supervision, Day to Day Operations, and Direct Service/ hand-off Provision

Promotora/ Project Services Navigator 1, Bilingual Spanish/ Mixtec, Mixtec Plant Medicine and Vapor Bath Specialist, and Direct Service/ hand-off Provision

Promotora/ Project Services Navigator 2, - Bilingual Spanish/ English, Guided Meditation and Herbal Tea Specialist, and Direct Service/ hand-off Provision and VCBH intro navigation

Promotora/ Project Services Navigator 3, - Bilingual or Trilingual, Limpia/ Reiki Specialist, and Direct Service/ hand-off Provision and VCBH intro navigation

MHL Project Services Case Manager, - Bilingual or Trilingual and able to manage cases following 'hand-off' to VCBH for mental health care provision of services

Note: The Project Services Case Manager Position is designed to offset services previously provided by Living with Peace. It is also the MHL Outreach Component. See separate budget stream below.

EVALUATION

Evaluation will be undertaken by both Project Director and Evalcorp (on particular and specified predetermined PEI measures) including some as indicated here.

PEI Categories

Prevention: Set of related activities to reduce risk factors for developing a potentially serious mental illness and to build positive factors. Prevention Program services may include relapse prevention for individuals in recovery from a serious mental illness.

- **Access and Linkage to Treatment:** A set of related activities to connect children, adults and seniors with severe mental illness, as early in the onset of these conditions as practicable, to medically necessary care and treatment including, but not limited to, care provided by county mental health programs (e.g., screening, assessment, referral, telephone help lines, mobile response).

Stigma and Discrimination Reduction: The County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or seeking mental health services, and to increase acceptance, dignity, inclusion and equity for individuals with mental illness and members of them families.

- **Improving Timely Access to Services for Underserved Populations (optional):** To increase the extent to which an individual or family from an underserved population who needs mental health services because of risk or presence of a mental illness receives appropriate services as early in the onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

The strategies include:

- **Improving Timely Access to Services for Underserved Populations:** See above definition
- **Access and Linkage to Treatment:** See above definition
- **Implementing Non-Stigmatizing and Non-Discriminatory Practices:** Promoting, designing, and implementing programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness, or seeking mental health services, and making services accessible, welcoming, and positive.

Regulations also reporting on specific process and outcome metrics, including:

- Unduplicated number of individuals/families served
- Participant demographics (age, race, ethnicity, primary language, sexual orientation, gender, disability status, veteran status) *
- Number and types of referrals to treatment and other services
- Timely follow-through on referrals
- Changes in attitudes, knowledge, and behaviors related to mental illness and help-seeking
- Reduced mental illness risk factors and/or increased protective factors
- Reduced symptoms of mental illness
- Improved mental, emotional, and relational functioning
- Reduced negative outcomes that may result from untreated mental illness including suicide, incarcerations, school failure or dropout, unemployment, homelessness, etc. as defined by the Welfare and Institutions Code (WIC) 5840.

Program evaluation will be assessed for each activity (e.g., treatments, courses, workshops, events) and will consist of pre/post measures with space for qualitative data collection, as well as standard industry participant feedback).

Quantitative data such as number of participants, 'hits' or visits on the web etc. will also be assessed.

Evaluation reports will be administered through Quarterly reports to MICOP Board as well as VCBH MHSA/ PEI Offices.

One Time Funding FY 24/25		Measurement
Program Equipment	Items such as saunas and massage	Equipment tracked via Equipment list submitted to contracts annually
Professional Development	Training for staff on topics of herbalism, trauma informed practices, etc.	Attendance tracked in MHSA data tool
Indigenous Knowledge Conference	One conference event in FY 24/25	Single Session Outcome Surveys

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 by the 10th day of the month following the end of each month or quarter as agreed by the operations manager and contractor. 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, shall be submitted on April 10th, July 10th, October 10th, and January 10th.
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. CONTRACTOR shall submit a quarterly report of all events that are funded by this Agreement to the COUNTY VCBH Operational Manager in writing no later than fourteen (14) days prior to the beginning of the next quarter.
6. 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.

EXHIBIT “A-2”
SCOPE OF WORK
Mixteco/Indigena Community Organizing Project (MICOP)
MHL Agreement
July 1, 2024 through June 30, 2025

Intended Outcomes/Objectives	Outputs	Activities
<ol style="list-style-type: none"> 1. CONTRACTOR will directly assist and refer a target of forty (40) indigenous community members to mental health services and provide follow up services to clients to overcome the barriers that prevent indigenous clients from starting therapy. This will, include VCBH clinical and partner clinical referrals. 2. Promote interagency collaboration for preventative mental health care services and supports with measurable outcomes with 10% of participants (N=40) receiving a supportive hand-off to VCBH's Logrando Bienestar, including case management for direct services from VCBH's Logrando Bienestar practitioners who will assist in the delivery of mental health care integrated with Indigenous practices when possible and appropriate. 3. Participate in the support of outreach and trainings with the Mixteco community Health Equity manager to improve community relationships and provide feedback 	<ol style="list-style-type: none"> 1. A minimum of forty (40) individuals or families in need of a higher level of care or in crisis will receive one on one support to access needed mental health services through careful referrals. Clients will also receive follow-up services from CONTRACTOR to help overcome barriers in receiving therapy, including clinical and non-clinical referrals. 2. Quarterly client 'hand-offs', referrals, and support directly to VCBH practitioners for receipt of county services including client navigation support as needed to targeted communities (N=10-12 per Quarter). 3. As needed but not to exceed or occupy the majority of the case manager's time. 	<ol style="list-style-type: none"> 1. CONTRACTOR will meet with a minimum of forty (40) individuals, referred by CONTRACTOR case managers and by promotoras, to provide one on one support and referrals for services. 2. Quarterly client hand-offs and referrals directly to VCBH for county services including client navigation support as needed (N=40-48). <ul style="list-style-type: none"> • Four (4) soft 'hand-offs' or referrals per month from MICOP to VCBH's Logrando Bienestar • At least two (2) clients per intake women between ages of eighteen through twenty-five (18 – 25) • At least two (2) clients from Mixteco community • At least one (1) client from other BIPOC/Latinx community 3. Attend meetings, trainings, and/or community events as needed to support the Health Equity manager in outreaching and serving the Mixteco community.

EXHIBIT “B”
PAYMENT PROVISIONS
MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT
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 **\$325,750**. 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 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) business 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 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.

EXHIBIT "B-1"
BUDGET

A.

ID	BUDGET LINE ITEM	FY 24-25 BUDGET
	DIRECT OPERATING EXPENSES	
I	SALARIES & BENEFITS	
a	Staff, see Salaries and Benefit Tab	\$ 177,854.62
	Salaries Sub Total	\$ 177,854.62
	Benefits	\$ 53,357.00
	Sub Total Salaries & Benefits	\$ 231,211.62
	II DIRECT OPERATING EXPENSES	
A	PROFESSIONAL SERVICES	
a	Professional Development Training	\$ 7,500.00
b		\$ -
c		\$ -
d		\$ -
	Sub Total Professional Services	\$ 7,500.00
B	CONFERENCES, MEETINGS, ACTIVITIES	
a	Indigenous Knowledge Conference	\$ 20,000.00
b		\$ -
c		\$ -
d		\$ -
e		\$ -
	Sub Total Conferences, etc.	\$ 20,000.00
C	PROGRAM EXPENSE	
a	Program Supplies	\$ 4,098.00
b	Travel	\$ 213.06
c	Equipment	\$ 5,000.00
d		\$ -
e		\$ -
f		\$ -
g		\$ -
h		\$ -
	Sub Total Program Expense	\$ 9,311.06
	Sub Total Section II	\$ 36,811.06
	Direct Operating Expense Total	\$ 268,022.68
III	INDIRECT COSTS / ADMINISTRATION	
a	Office Supplies	\$ 925.05
b		\$ -
c		\$ -
d		\$ -
	Section III Subtotal	\$ 925
	Misc. Administration Cost	\$ 26,802.27
	Sub Total Indirect Costs	\$ 27,727.32
		FY 24-25
	Contract Maximum	\$ 295,750.00

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 "B-2"
BUDGET

A.

ID	BUDGET LINE ITEM	FY 24-25 BUDGET
	DIRECT OPERATING EXPENSES	
I	SALARIES & BENEFITS	
a	Staff, see Salaries and Benefit Tab	\$ 20,228.00
	Salaries Sub Total	\$ 20,228.00
	Benefits	\$ 6,068.00
	Sub Total Salaries & Benefits	\$ 26,296.00
II	DIRECT OPERATING EXPENSES	
A	PROFESSIONAL SERVICES	
a		
b		
c		
	Sub Total Professional Services	\$ -
B	CONFERENCES, MEETINGS, ACTIVITIES	
a		
b		
c		
d		
	Sub Total Conferences, etc.	\$ -
C	PROGRAM EXPENSE	
a	Rent for mental health services space	
b	Office supplies and class materials	\$ 677.00
c	Telephone	\$ 300.00
d		
e		
	Sub Total Program Expense	\$ 977.00
	Sub Total Section II	\$ 977.00
	Direct Operating Expense Total	\$ 27,273.00
III	INDIRECT COSTS / ADMINISTRATION	
a	Example of line items	
b	Office Phone	
c		
d		
	Section III Subtotal	\$ -
	Misc. Administration Cost	\$ 2,727.00
	Sub Total Indirect Costs	\$ 2,727.00
		FY 24-25
	Contract Maximum	\$ 30,000.00

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. 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.

3. 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 (ADA) 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.

4. 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.

5. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE

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.

6. **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.

7. **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.

8. **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 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 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 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 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 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.

9. 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).

10. 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 Provider Network Operations Unit 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 Provider Network Operations Unit. 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 **Mixteco/Indigena Community Organizing Project**.
- 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 **prevention and early intervention** 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.