

CONTRACT

This Agreement entered into this 1st day of July 2023, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and **Health Care Foundation for Ventura County, Inc.**, hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing various funded student practicum experience stipends hereinafter described

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 Exhibit "A-1 and A-2," attached hereto, which by this reference, is made a part thereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1 and A-2," COUNTY will make payment to CONTRACTOR in the manner specified in Exhibit "B-1 and B-2."

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services for 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.

It is further understood and agreed by the parties hereto that, except as provided in this Agreement, 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.

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; and 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, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Agreement.

4. NON-ASSIGNABILITY

CONTRACTOR will 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, 2023 through June 30, 2024 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

The Ventura County Behavioral Health (VCBH) Director or designee may terminate this Agreement at any time for any reason by providing thirty (30) days written notice to CONTRACTOR.— 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, whether against CONTRACTOR, COUNTY or others, 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 PROVISIONS**

- 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) 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, civil rights violations, products/completed operations broad form blanket contractual legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) 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 and Ventura County Behavioral Health Department is 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).
- F) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement.
- 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. **NON-DISCRIMINATION**

A) General

Pursuant 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, 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.

11. **SUBSTITUTION**

If particular people are identified in Exhibit "A-1 and A-2" 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.

12. **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.

13. **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. This Agreement will be administered by VCBH Director or his/her authorized representative.

CONTRACTOR shall provide reports as required by the 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.

14. **AUDIT RECORD RETENTION REQUIREMENTS**

A) Maintenance of Records

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Any record or supporting documentation may be copied. Interviews with any employee who

might reasonably have information related to such records will be allowed.

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

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

4. CONTRACTOR shall preserve and make available their records for: (1) a period of ten (10) years from the date of final payment under this Agreement, and (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the

date of any resulting final settlement.

- b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

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

15. AUDIT OF SERVICES AND SITE INSPECTION

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with Federal, State, and County statutes, regulations, and the terms and conditions of the Federal, State, and County funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic 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).

16. **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 herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

17. **ADDENDA**

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 when incorporated in written amendments to this Agreement.

18. **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.

19. **CONFIDENTIALITY AND OWNERSHIP OF DATA**

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.

The COUNTY retains ownership and exclusive rights to all data and materials collected, analyzed, etc., related to the scope of work outlined 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.

20. **NOTICES**

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

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

TO CONTRACTOR: HEALTH CARE FOUNDATION OF VENTURA COUNTY, INC.
AMY TOWNER, CHIEF EXECUTIVE OFFICER
3291 LOMA VISTA ROAD
VENTURA, CA 93003

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

21. **MERGER CLAUSE**

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 contained in this Agreement will be valid or binding.

22. **ORDER OF PRECEDENCE**

This Agreement supersedes all previous agreements, understandings, and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

23. **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.

24. **SEVERABILITY OF CONTRACT**

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.

25. **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.

26. **COMPLIANCE WITH LAWS**

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

27. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Agreement will be construed to be both a covenant and a condition.

28. **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 "C"), which by this reference is made a part hereof.

29. **ADDITIONAL CONTRACT RESTRICTIONS**

This Agreement is subject to, and CONTRACTOR shall comply with any additional restrictions, limitations, conditions, laws, regulations, statute, reporting, or published guidelines enacted by the Federal, State, or County governments that affect the provisions, terms, or funding of this Agreement in any manner.

In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's current Intergovernmental Performance Agreement with DHCS, and any amendments thereafter. The Agreement between the COUNTY and DHCS is hereby fully incorporated by reference into this Agreement.

30. **CONTRACT REDUCTION**

In the event that the Board of Supervisors, County Executive Officer, VCBH Director implement reductions to the current fiscal year-budget or in the event any of the funding sources for this Agreement 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.

31. EXTENT OF CONTRACTUAL DOCUMENTS

This Agreement shall consist of this basic document and Exhibits "A-1," "B-1," "A-2," "B-2," and "C," 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-1: PROGRAM DESCRIPTION (MIP/WET)

EXHIBIT B-1: PAYMENT PROVISIONS (MIP/WET)

EXHIBIT A-2: PROGRAM DESCRIPTION (FSP/RISE)

EXHIBIT B-2: PAYMENT PROVISIONS (FSP/RISE)

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

32. 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.
33. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Health Care Foundation for Ventura County

COUNTY OF VENTURA


Authorized Signature

Amy Towner
Printed Name

CEO
Title

7/1/2023
Date

HEALTH CARE FOUNDATION FOR VC

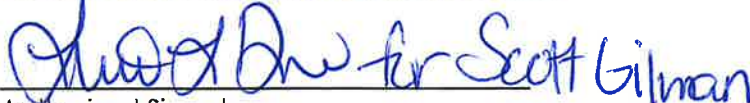

Authorized Signature

Amy Dilbeck Kessel
Printed Name

Secretary
Title

7/1/2023
Date

COUNTY OF VENTURA
Health Care Foundation for Ventura County


Authorized Signature

Loretta Denerting
Printed Name

Assist. Behavioral Health Director
Title

7/1/2023
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, 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-1"
PROGRAM DESCRIPTION
Health Care Foundation for Ventura County, Inc.
July 1, 2023 through June 30, 2024

STIPEND PROGRAM

The partnership with the Health Care Foundation for Ventura County, Inc. (HCFVC) establishes an avenue for distributing stipends to individuals engaged in clinical training within Ventura County's public behavioral health system. As a funded partner, HCFVC will be the fiscal agent for the internship and training stipends. This agreement covers stipends funded via the Mentored Internship Program (MIP) Grants for students enrolled in related program at educational institutions who are identified as MIP Educational Partners: Pre-Doctoral Practicum Students, Master of Social Work Interns, Marriage & Family Therapy Trainees, Mental Health Associate Interns and Behavioral Health Worker Practicum Students.

- Pre-Doctoral Psychology Practicum Student –
 - Two MIP Year 1 students enrolled in a doctoral degree at California Lutheran University, an APA program which could lead to employment as a licensed clinical psychologist. Stipends are provided per MIP grant recommendation- at the rate of \$23/per hour, at 16hours/per week for 6 weeks.
 - One MIP Year 1 student enrolled in a doctoral degree at Chicago School of Professional Psychology, an APA program which could lead to employment as a licensed clinical psychologist. Stipend is provided per MIP Year 1 funds to support students in a Mentored Orientation process.
- Mental Health Associate Intern and Behavioral Health Worker Practicum Student:
 - Up to six MIP Year 1 students enrolled in an undergraduate degree program within a field of study related to mental health at California State University, Channel Islands. Stipends are provided MIP Year 1 funds to support students in a Mentored Orientation process.
- Behavioral Health Clinician Intern – Students (bilingual or monolingual) enrolled in a graduate level college MFT Trainee, LPC Trainee or MSW Intern program at Educational Institutions with which VCBH had an MOU.
 - Two MIP Year 1 MFT Trainee students at the rate of \$23/hr, at 16hrs/week for 17 weeks from Antioch University, Santa Barbara
 - Four MIP Year 1 students enrolled at Antioch University, Santa Barbara. Stipend is provided per MIP Year 1 funds to support students in a Mentored Orientation process.
 - Eight MIP Year 1 MSW Intern students enrolled in a local California State University, with which VCBH has an MOU. Stipend is provided per MIP Year 1 funds to support students in a Mentored Orientation process.

EXHIBIT "B-1"
PAYMENT PROVISIONS
Health Care Foundation for Ventura County, Inc.
July 1, 2023 through June 30, 2024

STIPEND PROGRAM

The total cost of the payments may not exceed \$95,942 for the service period of July 1, 2023 through December 31, 2023.

VCBH will make the funds available to HCFVC prior to expected dispensation for programs including the 15% administrative fee. The administrative fee is to be billed at the cost of providing services not to exceed 15% of the contract amount. The claim should be submitted a minimum of 30 days prior to the expected date of dispensation. Invoices are to be mailed to the VCBH Accounts Payable, 1911 Williams Drive, Suite 200, Oxnard, CA 93036, and emailed to bh_accountspayable@ventura.org. Payments are mailed to HCFVC and cannot be picked up. Documentation showing payments made shall be submitted within 30 days of dispensation to the students.

Student Stipends Budget

Student payments shall be made, per the provisions detailed in the Exhibit A-1 and Table #1-payments schedules, detailed below.

Student Stipends Payment Schedule

During the regular academic year, stipend amounts will be paid on a quarterly basis.

Table #1- payments schedules detail

Description	Number of Students	Rate	FY 23-24 Budget Projection
Pre-Doctoral- MIP1 MHS101 funds	2	Two students at \$23/hour, at 16hrs/week for 6 weeks	\$4,416
Pre-Doctoral – MIP1 MHS101 funds	1	One predoctoral time \$3,500 MIP Year 1 Funds for completion of orientation training	\$3,500
Mental Health Associate Intern(undergraduate) – MIP1 MHS101/MHS102 funds	6	One-time \$3,500 MIP Year 1 Funds for completion of orientation training	\$21,000
Behavioral Health Clinician MFT Trainee – MIP1 MHS102 funds	2	2 at the rate of \$23/hour, at 16hrs/week for 17 weeks	\$12,512
Behavioral Health Clinician MFT	4	One-time \$3,500 MIP Year 1 Funds for completion of orientation training	\$14,000

Trainee – MIP1 MHS101/MHS102 funds			
Behavioral Health Clinician MSW Intern MIP1 MHS101/MHS102 funds	8	One-time \$3,500 MIP Year 1 Funds for completion of orientation training	\$28,000
Subtotal amount not to exceed			83,428
Administration Fee (Not to Exceed 15%)			12,514
Total			95,942

*Note. All payment requests will be reviewed and approved by the VCBH Training Manager or their designee. Adjustments to individual line items in the budget tables below must be pre-approved by the VCBH Director or Designee.

EXHIBIT A-2

PROGRAM DESCRIPTION

Health Care Foundation for Ventura County, Inc.

July 1, 2023 through June 30, 2024

BASIC NEEDS PROGRAM

Adult and Youth & Family Full Service Partnership (FSP) and Rapid Integrated Support and Engagement (RISE) Programs

Adult FSP programs provide funding to assist with the basic needs of a client that are not funded by traditional mental health funding. Meeting these basic needs is necessary in order to: (1) support clients wellness and recovery and (2) assist clients in meeting their goals. The use of the FSP program funds must be consistent with the client problem list goals. Similar to the FSP program, the RISE program provides funding to meet the basic needs of RISE program clients. This funding is needed to fully engage the clients into services. Some examples of the types of basic needs items that may be funded include housing, food, transportation, medical, dental, and other emergency services needed to assist clients in immediate crisis. Because FSP and RISE program clients have basic needs that must be met quickly, VCBH will be partnering with HCFVC to establish an avenue for the payment of basic needs services. Specifically, HCFVC will be the fiscal agent for the FSP and RISE program basic needs funds and will be responsible for making payments to VCBH selected service providers upon request of VCBH (invoice and/or other supporting expense paperwork will be submitted) and in line with required payment timeframes. At no time, will any payment be made directly to a client.

As consideration for its services as a fiscal intermediary, HCFVC will receive an administrative overhead fee of 15%. HCFVC agrees to use all funds provided hereunder, less the designated administrative overhead expense, for the payment of FSP and RISE program basic needs services. All unspent FSP and RISE program funds must be returned to VCBH within 30 days of the end of the fiscal year.

Payment/Accounting/Reporting Responsibilities

VCBH responsibilities:

- Submit annual FSP and RISE Program basic needs budget to HCFVC each year.
- Submit a Release of Funds form to HCFVC to initiate the payment process.
- Provide HCFVC with an invoice or any other supporting information needed to remit payment to a service provider or for a designated basic need. Service provider name, address, telephone, payment amount, required timeframe for payment and/or payment due date, client name, and any other pertinent information will be provided to HCFVC to ensure payment can be made within the required timeframe.

HCFVC responsibilities:

- Prepare reimbursement checks. Make reimbursement checks available for pick up by a VCBH designated employee or remit payment to designated service provider within the timeframe specified by VCBH.
- Submit a quarterly report to VCBH within 15 days of the end of each quarter. The quarterly report should summarize all basic needs payments made and the available balance in the FSP and RISE Program basic needs budgets. The payment summary must include the following information: payee name, payee address, amount of payment, date payment was made, client name that payment was made for, and whether payment was sent directly to the service provider or picked up by a VCBH employee (the name of the VCBH employee that collected the check must be provided). The available FSP and RISE program budget balances must be supported with a recent bank statement.
- HCFVC will be responsible for any State or Federal reporting requirements for payments made.
- Return any unspent program funds to VCBH within 30 days of the end of the fiscal year.

EXHIBIT B-2

PAYMENT PROVISIONS

Health Care Foundation for Ventura County, Inc.

July 1, 2023 through June 30, 2024

BASIC NEEDS PROGRAM

Adult FSP and RISE Programs

The total cost of the payments may not exceed \$185,438 for the service period of July 1, 2023 through June 30, 2024.

VCBH will make the funding available to HCFVC to manage and dispense for FSP and RISE program basic needs services, including the 15% administrative fee. The administrative fee is to be billed at the cost of providing services not to exceed 15% of the contract amount. Documentation showing payments made shall be submitted to VCBH quarterly.

FSP and RISE Program Basic Needs Services Budget

Basic needs services payments shall be made, per the provisions detailed in Exhibit A-2 and budget table #1 detailed below.

Table #1

Basic Needs Program	Rate*	Budget
FSP Program Budget	Billed as incurred	\$150,000
RISE Program Budget	Billed as incurred	\$ 11,250
Subtotal amount not to exceed		\$161,250
Administration Fee (Not to Exceed 15%)		\$ 24,188
Total		\$185,438

*Note. All payment requests will be reviewed and approved by the VCBH Adults Division Manager or their designee. Adjustments to individual line items in the budget tables below must be pre-approved by the VCBH Director or Designee.

EXHIBIT "C"
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 **Health Care Foundation for Ventura County, Inc.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

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

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

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

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the various funded student practicum experience stipends 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, 2023**, 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 and the various funded student practicum experience stipends services by Covered Entity 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.