

C O N T R A C T

This Agreement entered into this 1st day of July, 2025, by and between **County of Ventura**, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and **NATE'S PLACE, A WELLNESS AND RECOVERY CENTER**, a California nonprofit corporation, hereinafter called "CONTRACTOR," individually referred to as a "Party" and collectively referred to as the "Parties." This Agreement will be administered on behalf of the County by the VCBH Director or his/her authorized representative "Director."

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

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

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

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

2. **PAYMENT FOR SERVICES**

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

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is intended or created by this Agreement, 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, 2025 through June 30, 2026 subject to all the terms and conditions set forth herein.

This Agreement may, upon mutual agreement and execution of a written amendment, 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, and products/completed operations.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate, and \$1,000,000 each occurrence and \$3,000,000 aggregate for services provided by Physicians.
- C. All insurance required will be primary coverage as respects to the COUNTY and any insurance or self-insurance maintained by the 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 the 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 it pertains to Workers' Compensation. 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 MANAGEMENT UNIT
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: NATE'S PLACE, A WELLNESS AND RECOVERY CENTER
3840 CHANNEL ISLAND BLVD.,
OXNARD, CA 93035

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," "B," "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

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: STANDARD SERVICES TERMS AND CONDITIONS

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

22. 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 §16.5 and California Civil Code §1633.7.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

**NATE'S PLACE, A WELLNESS AND RECOVERY
CENTER**

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

Secretary of State Entity Number

NATE'S PLACE, A WELLNESS AND RECOVERY CENTER

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"
DESCRIPTION OF SERVICES
NATE'S PLACE, A WELLNESS AND RECOVERY CENTER
July 1, 2025, to June 30, 2026

PROGRAM OVERVIEW

The CONTRACTOR, provides prevention and early intervention (PEI), intervention, and aftercare services to underserved and marginalized teens in Ventura County, and includes a Teen Drop-in Center. Through this Agreement, their Teen Drop-in Center services will be expanded to increase the number of teens served and increase the range and frequency of services offered. The program will focus on Black, Indigenous, and People of Color (BIPOC) and Lesbian, Gay, Bisexual, Questioning, Plus (LGBTQ+) and have high Adverse Childhood Experiences (ACEs) scores. Services will address ACEs by teaching coping skills, fostering resilience, and providing essential support for teens through peer support, additional workshops, counseling groups, recreational activities, and family engagement.

The Teen Drop-in Center is a 2,250-square-foot wellness space designed to provide a welcoming community, including zones for recreation, workshops, self-soothing, counseling, and an outdoor deck for activities like meditation, art, and peer support.

Located at Channel Islands Harbor, the facility offers easy access to green spaces, the beach, and outdoor excursions, creating a holistic environment for recovery and personal growth. The Contractor's program expansion will encompass the following services:

- 1:1 Peer Support Recovery Coaching for Additional Teens
- Additional Evidence-Based Groups and Workshops
- Additional Workshops on Life Skills for Teens
- Teen Volunteer Projects
- Additional Excursions, Field Trips and Programs for Teens
- Recreational Activities and Creative Therapies
- Additional Family and Caregiver Engagement
- Additional Calming/Self-Soothing Corner for Teens
- Free Transportation to and from program activities

A. PROGRAM GOALS

- 1) Expand CONTRACTOR's safe, clubhouse-style drop-in center to enhance teen well-being and functioning.
- 2) Support teens in managing addiction through structured, evidence-based programming.
- 3) Provide therapeutic tools to help teens navigate emotions and challenges.
- 4) Equip teens with coping skills, social support, and engaging activities to promote stability and resilience.
- 5) Foster a supportive environment that encourages positive behavioral change and community building.
- 6) Build resilience in Ventura County to break cycles of substance use disorders and

untreated mental health challenges.

B. MEASURABLE OBJECTIVES

- 1) Provide services to a minimum of 112 teens (ages 13–19) within the term of this Agreement.
- 2) Connect 80% of participants to at least two (2) recreational activities within their first three months, offering knowledge, training, and tools to replace unhealthy habits with fun, lifelong activities. Peer Support Recovery Coaches will guide participants in selecting and engaging in these activities, providing mentorship, role modeling, and accountability.
- 3) Serve low-income and marginalized communities, addressing barriers such as lack of insurance, underinsurance, high co-pays, or transportation by offering entirely cost-free services. Ensure that: 45% reside in Oxnard, 80% identify as BIPOC, 25% identify as LGBTQ+, and 75% are enrolled in Medi-Cal.

C. EXPECTED OUTCOMES

- 1) 90% of teen participants report improved mental health.
- 2) 90% of teen participants report increased motivation to reduce substance use.
- 3) 80% of teens at the drop-in center will attend at least three added programs from this contract.
- 4) 75% of teens will report that at least one (1) significant area in their lives will be improved because of attending the workshops/other programs.

D. EVALUATION AND REPORTING

- 1) CONTRACTOR will survey participants each quarter enabling the participants to provide feedback, share successes, voice concerns, and complete a short questionnaire.
- 2) Outcome check-ins will occur every three months, involving one-on-one interviews conducted by a Peer Support Recovery Coach or Intern to assess progress, discuss successes, and identify any barriers.
- 3) A Participant's Program Chart will track engagement with the Peer Support Recovery Coach. Monthly reports from sign-ins and sign-up sheets record participant attendance at group counseling sessions and workshops, and participation in healthy replacement activities. The comprehensive charts incorporate data from the Intake Assessment, surveys, and staff check-ins, providing a holistic view of each participant's journey.
- 4) The collection and reporting of additional data, if any, will be determined by VCBH MHSA Data staff once the CONTRACTOR begins seeing participants.

Attendance will be monitored digitally with an iPad that participants check in with each time they arrive and leave Nate's Place. An anonymous feedback box will be available for participants to share their thoughts. The CONTRACTOR will adjust programming to align with participant needs.

E. PROGRAM MANAGEMENT OVERVIEW

- 1) A licensed clinical social worker (LCSW) will oversee all coaching and counseling services to ensure adherence to evidence-based guidelines, supported by an onsite specialist who monitors safety at the Teen Drop-In Center. The program director, aided by an administrative assistant, will manage daily operations, schedules, and staff training, while a program coordinator provides secondary supervision. A project coordinator/senior peer coach will plan teen volunteer projects, tours, and excursions.

F. PROJECT STAFFING

1) Program Director

Responsibilities:

- I. Oversee program implementation, including staff management, and provide weekly supervision of peer support recovery coaches, training, participant intakes, and scheduling.
- II. Monitor participant progress, track outcomes, and manage data collection for evaluation and reporting.
- III. Coordinate and host annual events, such as listening sessions and open houses, to incorporate participant and community feedback.
- IV. Ensure adherence to trauma-informed, culturally responsive, and strength-based approaches.

2) Program Coordinator/Senior Peer Coach

Responsibilities:

- I. Mentor Peer Support Recovery Coaches (PSRCs).
- II. Lead evidence-based groups, focusing on early intervention and prevention of substance use.
- III. Support facilitation of weekly workshops and support groups, including addiction recovery and coping skills.
- IV. Support with monitoring of participant progress, tracking outcomes, and managing data collection for evaluation and reporting.
- V. Support with service strategy and adjusting programming as needed based on feedback.

3) Workshop Facilitator

Responsibilities:

- I. Lead therapeutic teen workshops addressing mental health and life skills for teens.
- II. Collaborate with PSRCs to integrate workshop content into individual recovery plans.

4) Activity Coordinators/Peer Coaches

Responsibilities:

- I. Plan and lead Healthy Recreational Replacement Activities, such as fitness classes, art sessions, and mindfulness exercises.
- II. Provide coaching and mentorship during group activities, modeling positive behaviors and engagement.

5) Facility and Transportation Director

Responsibilities:

- I. Manage facility operations, ensuring a safe and welcoming environment for participants.
- II. Oversee transportation logistics, gas, and mileage tracking, and provide 60+ rides weekly to ensure access to services.

6) Teen Volunteer Days/Excursions Coordinator

Responsibilities:

- I. Organize and support scheduling and oversee volunteer opportunities for teens for promoting leadership development.
- II. Coordinate with community partners to expand volunteer opportunities and partnerships.

G. HIRING PLAN

- 1) One additional peer support recovery coach will be hired to expand capacity. Recruitment will focus on individuals with lived experience, bilingual skills, and relevant certifications.
- 2) Hiring is expected to take 4-6 weeks, including outreach, interviews, and onboarding.

H. SUB-CONTRACTING

- 1) AIM Entrepreneurial Academy will be leading some of the teen workshops. It is a 501(c)3 organization with the mission of empowering teens and young adults through personal development, mentorship, and life skills. Two leaders in Ventura County will provide four-week Job Readiness Workshops for the teens.
- 2) Other local Contractors and non-profits will offer equine therapy and other opportunities for the teens.

I. STAFF TRAINING

CONTRACTOR will provide weekly training to the staff to prepare for the expansion of drop-in services:

- I. Trauma-Informed Care: how ACEs trauma impacts teens and their development
- II. Cognitive Behavior Therapy Tools to teach positive coping skills
- III. Youth Development Strategies to develop leadership skills
- IV. Cultural Competency Training
- V. Culturally Responsive Communication for Spanish-speaking families
- VI. Suicide and Self-Harm Assessments with Teens, Creating Safety Plans

J. DESCRIPTION OF SERVICES TO BE PROVIDED TO PARTICIPANTS

- 1) The Teen Drop-In Center will operate daily, offering the following types and frequency of services through this program:
 - I. Seven One-on-One Peer Support Recovery Coaching (1x weekly or bi-weekly per teen) Trained peer support recovery coaches will be available daily for individual and group support. Each teen will be paired with a dedicated, certified coach with relatable, lived experience who engages in weekly and/or bi-weekly sessions. Through these sessions, participants will be empowered to set and achieve Specific, Measurable, Achievable, Relevant, and Time bound (S.M.A.R.T) goals and will be encouraged to participate in at least two healthy activities or groups each week.
- 2) Support Groups for Teens (at least 1x daily. All groups 1x per 2 weeks)
 - I. **Coping Skills Group:** incorporates cognitive behavior therapy (CBT) skills and teaches coping skills, assists teens in addressing substance misuse, emotion regulation, and peer pressure, along with other issues, providing tools for navigating these challenges.

- II. **Creating Opportunities for Personal Empowerment (COPE-7) and CBT Group:** is an evidence-based group that teaches how one's thoughts impact feelings and behaviors and educates teens on healthier thinking patterns and ways to reduce mental health symptoms.
- III. **Dialectical Behavior Therapy Group (DBT):** is an evidence-based group that teaches mindfulness, emotion regulation, distress tolerance, and interpersonal effectiveness skills.
- IV. **Ethnic Identity Group:** assists teens in developing a stronger connection, identifying strengths and a sense of pride in their culture and ethnicity,
- V. **Addiction & Recovery Group:** is led by a Certified Alcohol and Drug Counselor. This group discusses such issues as triggers, relapse prevention, and other aspects of navigating addiction and recovery.
- VI. **Parent Education/Support Group:** offers support and education to parents on a variety of issues, including *How to Strengthen Your Bond with Your Teen*, *Navigating Substance Use Issues with Your Teen*, *Setting Limits and Consequences*, and positive reinforcement, etc.
- VII. **Addiction/Mental Health Education Talks by Ventura County Medical Center (VCMC) Residents** offers education to teens/ Transition Age Youth (TAY) participants on a variety of topics related to addiction and mental health.
- VIII. **Social Skills Group** teaches basic social skills to teens. Topics covered will include how to initiate conversations and make friends, how to say no and set boundaries, etc.
- IX. **IMPROV Group** is a fun acting group for teens/ TAY in which participants make up and act out scenes, dialogue, and characters with the help of the leader.
- X. **Community Groups:** Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) for Young Persons, Alateen Group, and AlAnon for Parents.

3) Teen Workshops (1-2x weekly)

- I. Workshops are designed to provide practical life skills and mental health education, and to prepare teens for their future in college and careers, and include:
 - a) **Teen Empowerment Workshops:**
 - 1. Handling peer pressure and bullying

2. Conflict resolution with parents and others
3. Body image issues and body dysphoria
4. Managing social media use
5. Communication skills and setting boundaries
6. Navigating dating and relationships as a teen
7. Substance use education
8. LGBTQ+ support topics, such as coming out

b) **Career Workshops:**

1. Job readiness workshops (four (4) weeks, in collaboration with community partners)
2. Job application, resume preparation, and mock interviews
3. Motivation and Money Management workshops (with AIM)
4. Financial aid, college enrollment support
5. Hosting a College Fair

4) Recreational Activities (Available daily. Led by coaches and coordinators)

- I. Daily activities at the center promote positive habits, boost self-esteem, and provide safe alternatives to substance use. These include:
 - a) **Fitness and Recreation:** Weightlifting, boxing, biking, rowing, treadmill, pool, ping pong, pickleball, cornhole, basketball, beach and park activities and other sports.
 - b) **Art and Music Therapy:** Native American drumming circles, guitar lessons/group sessions, art classes, and art therapy.
 - c) **Holistic Practices:** Mindfulness meditation, yoga, sound bowl meditation, and gardening.

5) Weekly Teen Mental Health Wednesdays (1x weekly each Wednesday)

CONTRACTOR will begin Teen-led Mental Health Wednesdays, to be planned and co-facilitated by teens and a peer coach, focusing on making coping skills toolboxes, self-soothing skill-building, suicide prevention skills, positive affirmations, self-esteem collages and vision boards, creative writing workshops, and hosting inspiring guest speakers.

6) Teen Calming/Self-Soothing Corner (Available daily)

CONTRACTOR will create a Calming/Self-Soothing Corner at the center that will help teens regulate their emotions, particularly when distressed. The corner will include a soothing seating area, with a variety of self-soothing tools that incorporate the five senses and create a sense of calm. The corner will include a cushioned chair with pillows, calming rain sticks, lavender scents, fidgety toys, drawing and coloring books and pens, calming music, and guided meditations with

headphones.

7) Teen Excursions (1x monthly)

The CONTRACTOR's proposed field trip expansion will broaden teens' horizons and expose them to new opportunities, including college tours (Ventura College, Oxnard College, Cal State Channel Islands), art projects at botanical gardens, whale watching, Santa Barbara Zoo visits, rock climbing and ropes courses, Santa Barbara Museum of Art visits, and equine therapy.

8) Monthly Teen Volunteer Days (1x monthly)

Volunteer days for teens on Saturdays will promote purpose and well-being as well as a sense of community through service activities such as packing food donations with Food Share, serving meals at the Rescue Mission, organizing donation drives, participating in beach clean-ups, supporting animal shelters, and building and maintaining a community garden at Nate's Place.

9) Teen Caretaker Engagement (1x weekly)

- I. Parent Support and Education groups foster family involvement with their teens and improve family relationships, including:
 - a) Spanish-speaking Positive Parenting Education and Support Groups.
 - b) Family Support/Parent Education Group: Evidence-based support for navigating parenting challenges.
 - c) Al-Anon for Parents Group: Open to the community for additional support.

10) Free Transportation (Available daily)

The CONTRACTOR's free shuttle will eliminate transportation barriers and help to ensure consistent participation.

K. IMPLEMENTATION PROCESS AND TIMELINE

1) ► Phase 1: Planning, Recruitment and Training (Year 1, Week 1)

- I. Update the data collection workflow to easily segment teen participants for this project; add workshops and volunteer projects to the data collection workflow.
- II. Finalize a comprehensive program plan incorporating new services.
- III. Coordinate with community partners for Teen Volunteer Days and Teen Excursions
- IV. Coordinate with AIM and Job Readiness Workshop leaders to schedule workshops

V. Recruit 1-2 additional peer support recovery coaches

VI. Train all staff in:

- a) Trauma-informed care, with an emphasis on the impact of ACEs
- b) Youth development strategies
- c) Cultural competency
- d) Evidence-based practices
- e) For bilingual staff – culturally responsive communication for Spanish speaking families

VII. Update CONTRACTOR schedule to incorporate expansion

2) ► Phase 2: Program Launch and Participant Intake (Year 1, Month 4)

- I. Roll out new services at the Teen Drop-in Center.
- II. Begin coordinating intakes through waitlist and referrals from community partners and conduct direct outreach with teens and families.

3) ► Phase 3: Service Delivery and Monitoring (Year 2, Months 5-12)

- I. Full implementation of all program components.
- II. Regular evaluation of participant progress and satisfaction.
- III. Data collection and reporting to measure outcomes (both Qualitative and Quantitative).

L. ADDITIONAL VCBH MHSA REQUIREMENTS

1) DATA AND REPORTING REQUIREMENTS

The CONTRACTOR agrees to provide reports as required by COUNTY, the State, or the Federal government regarding the CONTRACTOR's activities and operations as they relate to the CONTRACTOR's performance under this agreement. The COUNTY shall provide the CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement. Failure to submit required data tools, surveys, and reports shall disqualify the CONTRACTOR from future funding from the COUNTY and/or lead to recoupment of any payments made to the CONTRACTOR for contractual non-compliance.

2) Data Tools

The CONTRACTOR shall complete a monthly data tracking tool (data tool) provided by the VCBH Data Manager. The tool will be in an Excel spreadsheet and must be completed as the original standard Excel program workbooks (not Google Docs, etc.). The

CONTRACTOR shall complete and submit the data tool to the VCBH Data Manager via email by the 10th day following the month of reporting. If the 10th falls on a weekend or holiday, the tool is to be submitted on the next business day. Failure to submit data tools on time will be considered contractual noncompliance, which can disqualify the CONTRACTOR from receiving future funding from the COUNTY and/or lead to the recoupment of any payments made to the CONTRACTOR.

3) **Surveys**

The CONTRACTOR agrees to submit client surveys as prescribed by the VCBH Data Manager. The CONTRACTOR shall attempt to distribute surveys (created by the COUNTY) to 100% of the program or project participants per County instructions. The surveys are unique to each contractor and most contractors are required to administer them to 100% of all clients. Completion of the surveys provides valuable data and information in justifying current and future programs. Files for hard copies and survey links will be emailed to the CONTRACTOR. Surveys will be collected throughout the month(s) agreed upon by the CONTRACTOR and COUNTY. The CONTRACTOR agrees to enter survey data directly into SurveyMonkey at a timeframe determined by COUNTY. Paper or scanned surveys will not be accepted.

4) **Interim and Final Reports**

The CONTRACTOR agrees to submit two project reports to the VCBH Data Manager, the Provider Network Management Unit (PNM) Manager, and the Operations Manager. These reports are listed below.

- I. An interim report that is due halfway through the duration of the project.
- II. A final report is due six (6) weeks after the conclusion of the project.
- III. The reports MUST include the below-listed items:
 - a) Itemized description of program or project activities completed to date, including names, dates, and locations of events.
 - b) A description of what the CONTRACTOR has learned from the activities completed to date.
 - c) List of new partnerships or collaborations gained because of activities.
 - d) Recommendations to the COUNTY on how to address and support community mental health wellness in the future.
 - e) An income and expense report detailing how funds were spent and a discussion of any pre-approved deviations from the Approved Budget.

5) **MARKETING AND PUBLICITY REQUIREMENTS**

- I. All program-related marketing materials (flyers, brochures, advertisements, etc.) must be approved in advance by the VCBH Operations Manager. The CONTRACTOR agrees to email a copy of flyers, publicity, marketing items, etc. to the VCBH Operations Manager at least five (5) working days in advance of an event or publication of material.
- II. The CONTRACTOR agrees that all publications, presentations, website content, printed materials (flyers, flyers, brochures, publicity, press releases, etc.), brochures, and media campaign elements funded by, developed, or distributed under the scope of this Agreement shall include the VCBH logo and funding acknowledgment language. The COUNTY shall provide the CONTRACTOR with a sample logo in JPEG format. The acknowledgment language shall be as follows:
 - a) **For materials written in English:** Funding is provided by Ventura County Behavioral Health, Mental Health Services Act.
 - b) **For materials written in Spanish:** Financiamiento brindado por Ventura County Behavioral Health, Ley de Servicios de Salud Mental

6) **MANDATORY MEETINGS**

The CONTRACTOR's primary staff funded by this Agreement agrees to attend mandatory County Contractor meetings on Zoom, in-person, etc. as determined by the COUNTY. The Parties agree to meet as needed or 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.

7) **MONITORING**

The COUNTY shall 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 the CONTRACTOR of its responsibility for the thoroughness of the services to be provided hereunder. This Agreement shall be administered by the VCBH Director or his/her authorized representative.

8) **NON-COMPLIANCE**

If CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of 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.

EXHIBIT “B”
PAYMENT PROVISIONS
NATE’S PLACE, A WELLNESS AND RECOVERY CENTER
July 1, 2025 through June 30, 2026

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period July 1, 2025 through June 30, 2026 shall not exceed a budget of **\$276,550**. See attached budget below.

- 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. Invoice processing timelines for the first initial invoice may take up to sixty (60) business days due to the additional timeframe needed to establish new Agreements.
- 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.

H. INVOICING AND REIMBURSEMENT

The CONTRACTOR acknowledges that funding for this program is done on a reimbursement basis, and no funds will be paid in advance. For reimbursement, the CONTRACTOR shall submit monthly invoices and required attachments via email within ten (10) working days after the close of the month in which services were rendered to VCBH Accounts Payable at bh_accountspayable@ventura.org. If it is the end of the fiscal year (June 30), invoices shall be due to COUNTY on or before by July 10th. The CONTRACTOR shall submit the invoice and attachments (proof of expenditures) as one continuous document in a PDF format to the email address listed above. When sending the email to VCBH Accounts Payable, the CONTRACTOR shall send a copy (cc:) to the PNM Manager and the Operations Manager. The COUNTY will provide the CONTRACTOR with email addresses for those individuals.

1. Invoice Source Documentation

The CONTRACTOR agrees to follow the below-listed guidelines for submitting proof of expenditures, which confirm expenditures claimed on the invoice.

EXPENSE CATEGORY	INVOICE DOCUMENTATION
<i>Salaries & Benefits:</i>	
Staff Salaries	1) Employee timecards, reflecting allocated hours, signed by employee and supervisor. 2) Employee payroll report reflecting the total hours from the timecard or "salaried." 3) Documentation that the minimum wage that is in effect at the time of the contracted services was paid to any staff.
<i>Operating:</i>	

EXPENSE CATEGORY	INVOICE DOCUMENTATION
Mileage & Travel	If mileage reimbursement has been included in the approved budget, trips must be recorded on the "Trip Log" form. The form must be attached to the invoice. The trip log must show the name of the driver, the purpose of the trip, the starting and ending location of the trip, and the total miles driven for one trip. The Contractor must have valid auto insurance coverage and be able to provide proof of coverage.
Printing	Itemized invoices and receipts. Copies of flyers or brochures printed using County funds.
Training	Itemized invoices and receipts with (1) a description of training; (2) an explanation of training provided and how it directly benefits the project/program; (3) who, what, when, and where training was provided; and (4) who (staff, volunteers) and how many from Contractor's organization attended the training.
Supplies, Communications, & Other Expenses	Copies of itemized invoices and payment receipts grouped by line item in the approved budget. Example: All office supply receipts should be stapled together with a calculator tape (or other substitutes) totaling the amount on the invoice.
Guest speakers	Presenter's name, title, or role in the program or event, a brief description of the service provided, and date of service.

2. Other Fiscal Related MHSA Contract Requirements

- i. The CONTRACTOR agrees that allowable expenses for the contract must be designated in the line-item categories specified in the Approved Budget and is responsible for managing expenditures on the line items within the Approved Budget, thus ensuring costs do not exceed the designated line items or overall Approved Budget.
- ii. The CONTRACTOR shall track their Approved Budget line-item expenses. If a line-item expense will be exceeded by ten percent (10%) or more, a contract amendment is required. The CONTRACTOR is expected to provide advance notice to VCBH's Provider Network Management Unit (PNM) about the need for a budgetary line-item adjustment and to submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. The CONTRACTOR should allow enough time for VCBH's Provider Network Management Unit (PNM) to pre-approve the change before proceeding to incur an expense.
- iii. The CONTRACTOR understands that:
 - a. Following the receipt of a complete and correct monthly invoice and approval by the COUNTY, the CONTRACTOR shall be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

- b. Incomplete or incorrect invoices will be returned to the CONTRACTOR for correction and re-submittal and will result in a payment delay.
- c. Contract funds cannot be used to pay any portion of costs for participants residing outside of Ventura County.
- d. Reimbursement for travel if included in the Approved Budget will be according to the COUNTY's travel reimbursement policy, which states mileage reimbursement will be at the IRS rate approved in effect at the time of travel. The IRS-approved standard mileage rates for the use of cars (electric and hybrid-electric automobiles, as well as gasoline and diesel-powered vehicles) and vans, pickups, or panel trucks are listed on the website for the IRS.

BUDGET

A.

ID	BUDGET LINE ITEM	Start-Up (July 1 - September 30 2025)	Operational (October 1 - June 30 2026)
I	SALARIES & BENEFITS		
a	Staff Salaries and Benefits	37,835	188,775
	Sub Total Salaries & Benefits	37,835	188,775
II	DIRECT OPERATING EXPENSES		
A	PROFESSIONAL SERVICES		
a		\$ -	\$ -
	Sub Total Professional Services	\$ -	\$ -
B	CONFERENCES, MEETINGS, ACTIVITIES		
a		\$ -	\$ -
	Sub Total Conferences, etc.	\$ -	\$ -
C	PROGRAM EXPENSE		
a	Occupancy (Rent/Lease/Facilities/Utilities/Janitorial	\$ 9,120	\$ 20,520
b	Other Program Expenses	\$ 3,300	\$ 5,250
	Sub Total Program Expense	\$ 12,420	\$ 25,770
	Sub Total Section II	\$ 12,420	\$ 25,770
	Direct Operating Expense Total	\$ 50,255	\$ 214,545
III	INDIRECT COSTS / ADMINISTRATION		
a	Indirect Expense (G&A)	\$ 5,000	\$ 6,750
	Section III Subtotal	\$ 5,000	\$ 6,750
	Misc. Administration Cost	\$ -	\$ -
	Sub Total Indirect Costs	\$ 5,000	\$ 6,750
		Start-Up	Operational
	Contract Maximum	\$ 55,255	\$ 221,295

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. Pro-Ration of Budget for Early Termination

Should this Agreement be terminated in advance of the original term end date, COUNTY will pro-rate the budget to align to the actual service timeframe/timeline authorized by COUNTY. CONTRACTOR will only be paid for services rendered to the benefit of the COUNTY within the timeframe/timeline specified by COUNTY.

D. 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, § 31 and the California Government Code §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 (insert for MHSA, SUBG, and federal grants)

CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of § 508 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) as amended, and regulations implementing that Act as set forth in 36 C.F.R. Part 1194. 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 §11135 codifies § 508 of the ADA, requiring accessibility of electronic and information technology.

4. 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.

5. 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.

6. 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.

7. AUDIT RECORD RETENTION REQUIREMENTS

A. Maintenance of Records

CONTRACTOR shall maintain sufficient books, records, documents, data, internal controls, accounting procedures, financial records, 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/information 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 internal controls and fiscal accountability. Regardless of the location or ownership of such records/information, 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 to inspection, audit, and reproduction. Announced and unannounced visits may be made at the discretion of COUNTY and DHCS. 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. The refusal of CONTRACTOR to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

- 1) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by COUNTY, State, or Federal authorized representatives to the working papers of the external independent auditor, and require that copies of the working papers shall be made for COUNTY, State, or Federal authorized representatives at their request.
- 2) CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of verification by qualified auditors.
- 3) Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State (DHCS) for interim settlement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, (including any appeal in the action), or until the end of the regular ten (10) year period, whichever is later. When an audit by the Federal Government, DHCS, Department of General Services, Bureau of States Audits, California State Auditor, Comptroller General of the United States has been started before the expiration of the ten (10) 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.
- 4) 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.
- 5) 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.
- 6) 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.

8. 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 CAP no later than thirty (30) days after receiving the findings of such review(s).

9. SINGLE AUDIT/AUDIT

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

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

10. ADDITIONAL RESTRICTIONS

- A. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.
- B. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS/COUNTY to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.
- C. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Agreement in any manner.
- D. CONTRACTOR shall also comply with Enclosure 2 of COUNTY's Intergovernmental Agreement with DHCS, incorporated by reference.

**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.

A. Definitions

- 1) Business Associate shall mean **Nate’s Place, A Wellness and Recovery Center**.
- 2) Covered Entity shall mean the County of Ventura.
- 3) HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and part 164.

B. Obligations and Activities of Business Associate

- 1) 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.
- 2) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. 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 C.F.R. 164.308, 164.310, 164.312, and 164.316.
- 3) 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.
- 4) 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 C.F.R. 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.
- 5) Business Associate agrees, in accordance with 45 C.F.R. 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.

- 6) 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 C.F.R. Part 164.524.
- 7) 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 C.F.R. 164.526.
- 8) 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 C.F.R. Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- 9) 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.
- 10) 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 C.F.R. 164.528.
- 11) 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 C.F.R. 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 C.F.R. 164.502(a)(5)(ii)(B)(2).

C. Permitted General Uses and Disclosures by Business Associate

- 1) 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.
- 2) Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 3) 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.
- 4) 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.

D. Specific Use and Disclosure Provisions

- 2) 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.
- 3) 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.
- 4) 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 C.F.R. 164.504(e)(2)(i)(B).
- 5) Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclosure the De-Identified information without restriction.
- 6) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j) (1).

E. Obligations of Covered Entity

- 1) Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- 2) 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.
- 3) 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 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

F. 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.

G. Term and Termination

- 1) *Term*. This Agreement shall be effective as of **July 1, 2025**, 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
- 2) *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.
- 3) *Obligations of Business Associate Upon Termination*
 - a. 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.

- b. 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.
- c. The rights and obligations under this Section shall survive the termination of this Agreement.

H. Miscellaneous

- 1) *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- 2) *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.
- 3) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.