

**VENTURA COUNTY BEHAVIORAL HEALTH
MENTAL HEALTH TREATMENT SERVICES**

CONTRACTOR: CLINICAS DEL CAMINO REAL, INC.

PROGRAM: MENTAL HEALTH SERVICES ACT (MHSA), PREVENTION AND EARLY INTERVENTION (PEI), PRIMARY CARE, IMPACT PROGRAM

FY 2024-25

AGREEMENT

This Agreement is made and entered into as of this 1ST day of July 2024 by and between the **COUNTY of VENTURA**, acting through its Behavioral Health Department, a primary service provider, "COUNTY," and **CLINICAS DEL CAMINO REAL, INC.**, a California not-for-profit corporation, "CONTRACTOR." As used in this Agreement, "DIRECTOR" shall mean the Director of Ventura County Behavioral Health (VCBH).

NOW, THEREFORE, THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR shall provide services in the type and manner described in the attached three (3) page **Exhibit "A"** PROGRAM DESCRIPTION.
2. **PAYMENT TERMS AND CONDITIONS.** PAYMENT. CONTRACTOR shall be paid in accordance with the attached three (3) page **Exhibit "B"** PAYMENT TERMS.
3. **SERVICE LOCATIONS.** This Agreement covers services delivered at the following location(s):
 - A. El Rio Health Center – 2600 E. Vineyard Avenue Oxnard, CA 93036
 - B. East Simi Valley Health Center – 4370 Eve Road Simi Valley, CA 93063
 - C. Karen R. Burnham Health Center – 1100 W. Gonzales Road Oxnard, CA 93036
 - D. Fillmore Health Center – 355 Central Avenue Fillmore, CA 93015
 - E. La Colonia Health Center – 801 Cooper Road Oxnard, CA 93030
 - F. Maravilla Health Center - 450 Clara Street Oxnard, CA 93030
 - G. Moorpark Health Center – 4279 Tierra Rejada Road Moorpark, CA 93021
 - H. 1000 Newbury Road #150 Newbury Park CA, 91320
 - I. Ocean View Health Center – 4400 Olds Road Oxnard, CA 93033
 - J. Ojai Health Center - 1200 Maricopa Highway Ojai, CA 93023
 - K. Camarillo Health Center – 730 Paseo Camarillo Camarillo CA, 93010
 - L. Meta Health Center – 650 Meta Street Oxnard, CA 93030
 - M. Santa Paula Health Center – 500 East Main Street Santa Paula, CA 93060
 - N. Madera Health Center - 1424 Madera Road Simi Valley, CA 93065
 - O. Ventura Health Center – 200 South Wells Road Ventura, CA 93004
 - P. RSJ Health Center – 2100 Statham Blvd. Oxnard, CA 93033

If CONTRACTOR proposes to add additional locations or to relocate, new locations must be pre-approved by the DIRECTOR. Locations will not be eligible for reimbursement under this Agreement prior to approval. The approval must be in the form of a written Amendment to this Agreement and signed by the DIRECTOR to be effective. The CONTRACTOR will be solely responsible for all other approvals, permits, and due diligence required to ensure that all locations

are appropriate for the intended use, and meet all local, state, and federal rules, regulations, and requirements.

4. **TERM.** This Agreement shall be for the term beginning July 1, 2024 and ending June 30, 2025, Subject to mutual consent of COUNTY and CONTRACTOR This Agreement may be extended by mutual agreement of the parties for up to two (2) additional one (1) year periods.

5. **TERMINATION.**

- A. Either party may terminate this Agreement at any time, with or without cause, by giving sixty (60) days written notice to the other party.
- B. After the giving of notice of Termination, CONTRACTOR shall: 1) Continue to provide the same types and frequency of services as previously provided under the terms of this Agreement until the date of termination and 2) if appropriate, assist COUNTY in affecting the transfer of clients to other providers in a manner consistent with the best interest of the clients.
- C. This Agreement may be terminated immediately by COUNTY at any time, in whole or in part, if any of the following circumstances occur:
- 1) An appropriate office of the State of California determines that this Agreement or any portion hereof is not subject to reimbursement under law;
 - 2) Applicable grant funds provided to COUNTY are terminated or otherwise made unavailable for this Agreement or any portion hereof;
 - 3) There are insufficient funds available to COUNTY for this Agreement or any portion hereof;
 - 4) If funds in the yearly proposed and final budget are not appropriated by COUNTY for this Agreement or any portion hereof;
 - 5) Where in the determination of the COUNTY there is an immediate threat to the health and safety of the clients under this Agreement or any portion hereof;
 - 6) A material breach according to the Business Associate Agreement, Exhibit "E", Section V. (b) occurs;
- D. Should this Agreement be terminated COUNTY shall not be responsible for payment for services rendered after the termination. CONTRACTOR shall be paid for all services provided to the date of termination, providing that such services meet all the terms and conditions of this Agreement.

5. **SURVIVAL.** From and after the expiration or termination of this Agreement, certain rights, obligations, and continuing duties arising prior to such date by their nature shall survive. By way of example, but without limitation, all obligations to comply with law, maintain records, and confidentiality, pay accrued costs, allow access to records, and indemnify or hold harmless shall survive.

6. **INDEPENDENT CONTRACTOR.**

- A. 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.

- B. CONTRACTOR, in the performance of its obligations hereunder, is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services authorized to be provided and not as to the means and methods for accomplishing the services or the results.
- C. If 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. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.
- D. **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 sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.
- E. 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.
- 7. **CONFLICT OF INTEREST.** CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

8. **INDEMNIFICATION, HOLD HARMLESS, AND SUBROGATION**

All activities and/or work covered by this Agreement will be at the sole risk of CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and hold 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 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 & 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) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 4) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property include, 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.
- 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, Ventura County Behavioral Health, 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 Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- F. CONTRACTOR's insurance must contain waiver of all rights of subrogation against the County of Ventura, 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.
- 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's Risk Management Division and as provided under this Agreement.
- 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) Additional Insured endorsement for General Liability Insurance.
 - 3) Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others or Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide 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 contract 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. **DELEGATION AND ASSIGNMENT.** Functions undertaken by CONTRACTOR may be carried out under subcontracts; however, CONTRACTOR shall not delegate its duties, or assign its rights, obligations, or reporting requirements hereunder, either in whole or in part, without the prior written consent of COUNTY. Any prohibited delegation or assignment shall be null and void.
11. **SUBCONTRACTS.** In the event that COUNTY consents to any subcontract, the subcontract shall be in writing, and shall include the provisions of this Agreement which are appropriate to the service, activities, or reporting requirements delegated under the subcontract. If using subcontractors, CONTRACTOR shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse by subcontractors. For subcontractors that do not perform satisfactorily, CONTRACTOR will remedy the noncompliance in a manner and on a timetable acceptable to COUNTY. COUNTY may also deny payment to or withhold funds from CONTRACTOR as a result of any subcontractor's noncompliance.
12. **CHOICE OF 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, shall be governed by the laws of the State of California not including its choice of law rules.
13. **AMENDMENTS.** Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made by a written amendment signed by both parties.
14. **SUCCESSORS.** This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of COUNTY and CONTRACTOR.
15. **NO WAIVER.** Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent or any other right hereunder whether of the same or any other term, covenant, or condition.
16. **TIME.** Time is of the essence of this Agreement.
17. **MANDATORY DISPUTE RESOLUTION.** Any disputes under the term of this Agreement, which is not disposed of informally and within a reasonable period of time by COUNTY and CONTRACTOR, shall be brought to the attention of the representatives of each party specified in paragraph 19, who will meet face to face to attempt resolution as soon as practicable but in no case longer than two (2) calendar weeks. The aggrieved party shall notify the other party (i.e., the responding party), in writing

in sufficient detail so as to clearly identify the problem(s) giving rise to the dispute. If the parties are unable to reach a resolution of the problem within two (2) calendar weeks after the face-to-face meeting, either party may then assert any other remedies which may be available under this Agreement or as provided by applicable laws. CONTRACTOR and COUNTY agree that the existence of a dispute notwithstanding, they will continue to carry out all their responsibilities under this Agreement which are not affected by the dispute.

18. ADMINISTRATION

- A. This Agreement shall be administered on behalf of COUNTY by the Director of COUNTY's Department of Behavioral Health ("DIRECTOR"). CONTRACTOR identifies that its Chief Executive Officer, Gagan Pawar as its administrative representative for this Agreement.
 - B. CONTRACTOR shall make available upon request by the DIRECTOR copies of all information which is material to the performance of this Agreement.
 - C. Pursuant to Welfare and Institutions Section 5608(b) and California Code of Regulations Title 9, Section, 521 services hereunder shall be provided by CONTRACTOR under the general supervision of the DIRECTOR.
19. **CONFIDENTIALITY.** CONTRACTOR shall maintain the confidentiality of all records and information obtained in the course of providing services to clients, in accordance with applicable law. Records and information include, but are not limited to claims, COUNTY records, patient/client records and information, and Management Information System records. The parties acknowledge that CONTRACTOR's services under this Agreement create a "Business Associate" relationship under the Federal HIPAA regulations, as set forth in more detail in Exhibit "E".
20. **SEVERABILITY.** If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement's terms shall remain in full force and effect and shall not be affected.
21. **WAIVER.** The exercise or failure to exercise of legal rights and remedies by the COUNTY in the event of any default or breach hereunder shall not constitute a waiver or forfeiture of any other rights and remedies and shall be without prejudice to the enforcement or any other rights or remedy available by law or authorized by this Agreement.
22. **PRIOR AGREEMENTS.** This Agreement supersedes any and all other prior Agreements, and all amendments thereto, either oral or in writing, between the parties hereto with respect to CONTRACTOR providing the subject services to COUNTY.
23. **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 written notification from the VCBH DIRECTOR or designee to CONTRACTOR.
24. **EXTENT OF CONTRACT DOCUMENTS.** The parties agree that their Agreement consists of this document and the following documents, which are incorporated as if set forth here:

Exhibit A: Program Description

Exhibit B: Payment Terms
Exhibit C: Standard Service Terms and Conditions
Exhibit D: HCA Code of Conduct
Exhibit E: Business Associate Agreement
Exhibit F: Certification of Claims

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

TO COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH
PROVIDER NETWORK OPERATIONS
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: CLINICAS DEL CAMINO REAL, INC.
1040 FLYNN ROAD
CAMARILLO, CA 93012

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.

26. **COUNTERPARTS.** 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.
27. **ELECTRONIC OR DIGITAL SIGNATURES.** 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 duly authorized on behalf of their governing authority, have executed this Agreement as of the dates written below.

COUNTY OF VENTURA

CLINICAS DEL CAMINO REAL, INC.

A political subdivision of the State of
California

BY


(authorized signature)

Dr. Loretta Denering, Behavioral Health Director
(print name and title)

8/7/2024

Date

BY


(authorized signature)

Gagan Pawar, MD, MBA, CEO
(print name and title)

7/26/2024

Date

CLINICAS DEL CAMINO REAL, INC.

BY


(authorized signature)

Fred Benharash, CFO
(print name and title)

7/26/2024

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 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"
PROGRAM DESCRIPTION

Services provided by CONTRACTOR through this Agreement will be through the "Primary Care" Program of the Prevention and Early Intervention (PEI) component of the Mental Health Services Act (MHSA).

1. Services will focus on the Early Intervention side of the continuum of mental health services. Supports will focus on individuals twelve (12) years and older and will be considered 'short term' in nature, less than one year, with the goal of preventing more severe, long term mental health issues.
2. The target population for the proposed services is individuals twelve (12) years and older who are patients of CONTRACTOR'S primary health care clinics. These are individuals who are at risk of or with emerging mental health issues and may include those with early depression or anxiety, CONTRACTOR will be responsible to screen referred families to determine appropriateness for CONTRACTOR's services or referral to another provider.
3. Services include assessment, individual and group therapy, case management, medication management and care coordination and consultation between primary health care and behavioral health providers. All services will be in a manner consistent with the evidence or research-based treatment model. CONTRACTOR will be responsible for providing services to a minimum of ninety-eight (98) clients per year.
4. CONTRACTOR is expected to provide evidence-based models for coordinated, integrated behavioral health and physical health care, which have been approved by COUNTY.
5. Staff will be trained in the evidence-based or research informed practice models of early intervention mental health treatment. Training to be determined or approved by COUNTY.
6. When there is staff turnover for all intervention models, CONTRACTOR will be responsible for the costs and ensuring completion of training of replacement staff. COUNTY may periodically sponsor training in the intervention models, in which case, CONTRACTOR will be invited to send staff as space is available. CONTRACTOR staff will be required to obtain and maintain certification in each model if available, in a manner consistent with the requirements of the model. If, after a period of time designated by the intervention model, staff have not achieved certification, CONTRACTOR will be responsible for any retraining necessary. CONTRACTOR shall ensure adherence to and fulfill all data reporting associated with the specified models.
7. CONTRACTOR may choose to train additional staff to provide services under this agreement in accordance with the treatment model adopted by COUNTY. CONTRACTOR will be responsible for the cost of training.

8. CONTRACTOR will provide said services countywide. CONTRACTOR shall participate as active members of regional collaborative meetings.
9. CONTRACTOR shall attempt to maintain adequate number of bi-lingual staff, that is, at a minimum, representative of the demographic of the population to be served, so as to be able to provide clinical services in the client's (client's family) primary language.
10. Mental health services will be provided by Associate Marriage and Family Therapist, Associate Clinical Social Worker, Licensed Clinical Social Workers (LCSWs), Licensed Psychologists, Licensed Marriage & Family Therapists (LMFT's), Masters Social Worker-Interns and Doctoral Practicum Students under the supervision of a licensed mental health provider.
11. CONTRACTOR shall utilize a patient tracking system which is developed specifically to support the client care management model and complete model outcome measures specific to the intervention model. CONTRACTOR will provide quarterly demographic and service data with the content and format to be mutually agreed upon by CONTRACTOR and COUNTY. COUNTY shall provide CONTRACTOR with assistance in establishing necessary system for data collection. CONTRACTOR may petition the COUNTY to accept alternative performance measures. CONTRACTOR is responsible for the model specific outcome measures until written acceptance of the proposed alternative measures from the DIRECTOR or designee has been received. As the intervention models are evidenced based or research informed practices, if there is a significant decline in client outcomes, it will be assumed that program fidelity is not being upheld, and CONTRACTOR will be responsible for the retraining of staff as necessary.
12. CONTRACTOR agrees that Data Collection elements will include, but are not limited to:
 - o PHQ-9 pre/post- total number of surveys, average score pre/post
 - o Demographic information per PEI regulations (provided by COUNTY), zip code of residence, primary diagnosis, service type (individual/case management/group)
 - o Unduplicated client count
 - o Total number of sessions (MH IMPACT services)
 - o Average length of stay/client
 - o Administration of satisfaction surveys twice per year as provided and/or prescribed by COUNTY.
13. COUNTY and CONTRACTOR agree to meet related to this Agreement, including but not limited to on an ongoing basis to discuss any concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements.
14. CONTRACTOR shall provide services under this Agreement in accordance with all applicable laws, regulations, and individual client treatment plans, which is incorporated herein by this reference.

Additional MHSA Requirements

1. CONTRACTOR's primary staff funded by this Agreement must attend mandatory VCBH CONTRACTOR meetings as determined by the COUNTY.
2. CONTRACTOR's primary staff funded by this Agreement must attend semiannual CONTRACTOR program monitoring meetings with the VCBH Operations Manager and VCBH Provider Network Operations Manager. Additional meetings may include monthly or quarterly meetings, as deemed appropriate by the VCBH Operational Manager and/or VCBH Provider Network Operations Manager
3. All data forms, including surveys and intake forms, will be submitted to the VCBH Operations Manager as instructed. Failure to comply with on-time data reports shall result in a delay of payment. Programs submitting quarterly data, as agreed upon with the VCBH Operations Manager, shall submit the reports on April 10th, July 10th, October 10th, and January 10th.
4. All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.
5. CONTRACTOR shall submit a quarterly schedule of all events that are funded by this Agreement to the COUNTY VCBH Operational Manager in writing no later than fourteen (14) days prior to the beginning of the quarter.
6. Upon request, CONTRACTOR shall submit and review records of activities, such as: sign-in sheets, meeting notes, training memos or agendas, training conference materials, and local media coverage. CONTRACTOR shall be prepared to review these documents with COUNTY upon request.

EXHIBIT "B"
PAYMENT TERMS

- A. The maximum total amount of this Agreement shall not exceed **\$374,000** for the period of July 1, 2024 through June 30, 2025. This Agreement is funded with the following revenue sources: MHSA funding.
- B. CONTRACTOR shall be paid monthly, in arrears, at the following rates:

Services	Rate
Initial Introduction	\$35/client
Initial Assessment and Evaluation	\$130/hour
Individual Therapy	\$120/hour
Case Management	\$150/hour
Psychiatrist Visit	\$160/visit
Group Session (over 4 patients)	\$360/visit
Group Session (under 4 patients)	\$115/client
Weekly Case Management Conference (includes at minimum 1 medical provider and 1 mental health provider)	\$750/meeting
Clerical Support	\$21/hour

- C. CONTRACTOR shall bill COUNTY monthly in arrears by using their own company generated invoice. All claims submitted shall clearly reflect all required information including financial statements, and documentation of services rendered for which claims are made, in the form and content specified by COUNTY. A signed Certification of Claims form (Exhibit "F") must accompany each monthly invoice. No cost that has been or will be reimbursed by any other revenue source can be claimed by CONTRACTOR. 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 invoices shall be returned to CONTRACTOR for correction and resubmittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY Auditor-Controller.
- D. CONTRACTOR hereby acknowledges that all claims for payment for services rendered shall be in accordance with Exhibit "F", Certification of Claims for Payment for Services Rendered, attached hereto, and made a part hereof by this reference.
- E. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.

- F. 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.
- G. In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended according to the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.
- H. **DISALLOWANCE.**

CONTRACTOR will be subject to disallowance if at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, an audit or review by COUNTY or any other entity finds that the CONTRACTOR was overpaid for services as prescribed under this Agreement. COUNTY shall have the right to recover payment from CONTRACTOR. Upon written notice by COUNTY to CONTRACTOR of any such disallowance, CONTRACTOR shall reimburse the COUNTY on demand 100% of the disallowance. Reimbursement shall be made by CONTRACTOR to COUNTY using one of the following methods, which shall be at the sole election of the COUNTY:

- Paid in one (1) cash payment
- Paid by cash payment (s) over a period determined by COUNTY
- Deducted from future claims over a period determined by COUNTY
- Deducted from any amounts due whether under this Agreement
- A combination of any or all of the above

EXHIBIT "C"
STANDARD SERVICE TERMS AND CONDITIONS

1. **GOVERNING LAWS FOR SERVICES.** CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws.
2. **PRIOR AUTHORIZATION.** Prior authorization by COUNTY shall be required for all services provided under this Agreement. CONTRACTOR's admission policies shall be available to the clients, their representatives, and the public, upon request, and shall include a provision that clients are accepted for all services without discrimination.
3. **LICENSES, CERTIFICATIONS, EXCLUSION, AND BACKGROUND CHECKS**
 - A. CONTRACTOR represents and warrants that it and all of its officers, employees, contractors, and agents have, and will maintain during the term of this Agreement, all necessary licenses, permits, registrations, accreditations, certificates, and mental health program approval, as required by all Federal, State, and COUNTY laws, ordinances, rules, regulations, manuals, guidelines, and directives. CONTRACTOR will conduct quarterly verification of its officers', employees', contractors', and agents' licenses prior to service delivery to ensure that a provider's license has not expired and has no current limitations.
 - B. CONTRACTOR shall provide immediate notice to COUNTY if any staff member, counselor, or administrator of CONTRACTOR loses any license, certification or permit required for that person to be fully qualified to provide such services in California and immediately remove that individual from providing services under this Agreement.
 - C. CONTRACTOR further represents and warrants that it is not excluded and that it does not employ, contract, or subcontract with any individual or entity to provide services under this Agreement that is excluded from the Federal or State healthcare programs pursuant to sections 1128 and 1156 of the Federal Social Security Act (Act).
 - D. **FINGERPRINT BASED CRIMINAL BACKGROUND CHECKS.** CONTRACTOR acknowledges that any person providing services under this Agreement must consent to criminal background checks including fingerprinting when required to do so under State law or upon request from the California Department of Health Care Services (DHCS). Any person providing services under this Agreement must submit a set of fingerprints, in a form and manner to be determined by DHCS, within thirty (30) days upon request from DHCS. This Agreement shall be terminated if any individual or entity providing services does not submit timely and accurate information and cooperate with the screening methods described above. Any individual or entity found to have been convicted of a criminal offense related to that person or entity's involvement with government programs will not be allowed to provide services under this Agreement.
4. **RECORDS.**

CONTRACTOR shall maintain and retain records and documents originated or prepared pursuant to CONTRACTOR's performance under this Agreement.

- A. **Patient/Client Records.** CONTRACTOR shall maintain patient/client records on each individual patient/client in accordance with all applicable COUNTY, State, and Federal requirements which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, discharge plans, and any other evidence of services

provided by all the various professional and paraprofessional personnel to fully document all services provided under this Agreement.

- B. **Financial Records.** CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with generally accepted accounting principles, applicable Federal, State, and COUNTY requirements, Medicare requirements, and with all applicable guidelines, standards, and procedures. The entries in all financial records must be readily traceable to applicable source documentation to clearly identify the actual cost and if applicable, related client fees or other sources of revenue received for each type of service for which payment is claimed under this Agreement.
- C. **Service Records.** CONTRACTOR shall maintain accurate and complete records of services (i.e., all other records of services other than patient/client and financial records) provided under this Agreement, in accordance with all applicable Federal, State, and COUNTY requirements.
- D. **Retention of Records.** Upon expiration or termination of this Agreement, CONTRACTOR shall retain all records hereunder in accordance with applicable Federal, State, COUNTY, and local laws, regulations, requirements, and any amendments thereto, including, but not limited to, the following: all patient/client records, psychologist records, and service and financial records shall be kept for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. In the case of a minor, all patient/client records and psychologist records shall be retained either for one (1) year past the patient's eighteenth (18th) birthday, for a minimum of ten (10) years from the term end date of this Agreement or, in the event CONTRACTOR has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

5. ELECTRONIC SIGNATURE CERTIFICATION.

CONTRACTOR client records may be signed electronically provided standardized systems are used according to approved procedures and safeguards to ensure record integrity. CONTRACTOR will adhere to standards regarding the use of electronic signatures set forth by the DHCS information notices and COUNTY policies and procedures. CONTRACTOR, and its employees and subcontractors, will participate in any COUNTY required Electronic Signature training, adhere to COUNTY policies related to Electronic Signature requirements, and execute and submit electronic signature agreements in the format, frequency, and manner specified by COUNTY.

6. QUALITY ASSURANCE.

CONTRACTOR shall develop and implement a written quality assurance plan when applicable, including but not limited to utilization review, interdisciplinary peer review, and medication monitoring in accordance with applicable sections of the Welfare and Institutions Code, DHCS information notices, VCBH Quality Management policies and procedures, and any other applicable Federal, State or COUNTY requirements. Upon request by COUNTY, CONTRACTOR shall submit a copy of its quality assurance plan, to VCBH for review.

7. COOPERATION WITH COMPLIANCE EFFORTS OF COUNTY.

- A. CONTRACTOR hereby acknowledges that the COUNTY has established a Compliance Program and a Code of Conduct applicable to the employees of Ventura County Health Care Agency (HCA) and certain of its contractors.
- B. CONTRACTOR agrees that HCA's Code of Conduct will be provided to all of CONTRACTOR's employees and subcontractors who are Covered Individuals, defined as follows: those employees of CONTRACTOR who have responsibilities pertaining to the ordering, provision, or documentation of services which are (i) payable by Medi-Cal, Medicare, or another Federal program and (ii) for which the COUNTY seeks reimbursement. Questions about who qualifies as a "Covered Individual" should be directed to the HCA Compliance Officer.
- C. CONTRACTOR further agrees to annually obtain, retain, and submit from all Covered individuals within thirty (30) days of execution of this Agreement, and within thirty (30) days of hiring/subcontracting of any Covered Individual, signed certifications to COUNTY and to the Office of Inspector General of the U.S. Department of Health and Human Services (upon request) that each Covered Individual has received, read, and understands the HCA Code of Conduct and agrees to abide by the requirements of the COUNTY's Compliance Program. Such certificates shall be in the form included at the end of the HCA CODE OF CONDUCT ("Exhibit D") below.

8. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE.

CONTRACTOR agrees to comply with applicable Federal, State, and local statutory mandates and training requirements 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 these 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.

9. NON-DISCRIMINATION IN EMPLOYMENT.

- A. CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The CONTRACTOR and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment

or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship.

- B. **Postings:** The CONTRACTOR and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR's and any subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- C. **Advertisements:** CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.
- D. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by CONTRACTOR, advising the labor union or workers' representative of the CONTRACTOR commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and all the rules, regulations, and relevant orders of the Secretary of Labor.
- F. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and county contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41

CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.

- H. The CONTRACTOR will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event the CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the COUNTY or DHCS, the CONTRACTOR may request in writing to the COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of the COUNTY, State and of the United States.

10. NON-DISCRIMINATION IN SERVICES, BENEFITS, AND FACILITIES.

- A. Consistent with the requirements of applicable State and Federal law, including 42 C.F.R. parts 438.3(d)(3) and (4), CONTRACTOR shall not engage in any unlawful discriminatory practice in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in other respect on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability. The CONTRACTOR will not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.3(d)(3).
- B. CONTRACTOR shall comply with the provisions Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.
- D. Notwithstanding other provisions of this section, CONTRACTOR may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
- E. CONTRACTOR's nondiscrimination policies shall be in writing, available to the appropriate persons, and posted in a prominent location.

- F. CONTRACTOR shall provide adequate access to all services covered under this Agreement, including services to beneficiaries with limited English proficiency or physical or mental disabilities. Facility access must comply with section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (42 U.S.C. § 121101 et seq.).
- G. CONTRACTOR shall also ensure that clients receive the same level of care as provided to all other clients served, regardless of insurance coverage and ability to pay. For the purpose of this Agreement, discrimination includes but is not limited to:
- 1) denying any eligible beneficiary any covered service or availability of a facility;
 - 2) providing to an eligible beneficiary any covered service which is different or is provided in a different manner or at a different time from that provided to other beneficiaries under this Agreement, except where medically indicated;
 - 3) subjecting an eligible beneficiary to segregation or separate treatment in any manner related to the receipt of any covered service;
 - 4) restricting an eligible beneficiary in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any covered services;
 - 5) treating an eligible beneficiary differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership, or other requirements or condition which individuals must meet in order to be provided any covered service;
 - 6) assigning times or places for the provision of services to the eligible beneficiary; and
 - 7) providing hours of operation that are less than the hours of operation offered to commercial enrollees or other beneficiaries.
- H. A copy of each and every written complaint and a summary of any oral complaint made to CONTRACTOR alleging discrimination in the delivery of services by CONTRACTOR because of any of the protected categories listed within California Government Code section 12940 must be provided to COUNTY within five (5) days of receipt of any such complaint.
- I. CONTRACTOR's non-discrimination policy shall include a statement that clients' complaints alleging discrimination pursuant to this section may be made directly to COUNTY's Patient Rights Advocate.
- J. CONTRACTOR shall provide an atmosphere free of harassment for employees, contractors, clients, and volunteers.

11. PATIENTS'/CLIENTS' RIGHTS.

CONTRACTOR shall comply with all applicable patients'/clients' rights under Federal and State laws, regulations, and provisions. Further, CONTRACTOR shall comply with COUNTY patients'/clients' rights policies. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant languages of the community a list of the patients'/clients' rights and Notice of Problem Resolution Processes that explains the grievance, appeal, and expedited appeal procedures. CONTRACTOR will comply with Notice of Adverse Benefits Determination requirements specified in all applicable DHCS Information Notices. Client information materials ("Ventura County Mental Health Plan Beneficiary

Handbook") in both English, Spanish, Large Format, and Audio format, as well as pre-addressed envelopes for filing grievances will be available in all client care areas of CONTRACTOR's facilities. CONTRACTOR shall provide all clients with a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure. CONTRACTOR shall post signs on how to request a copy of the "Ventura County Mental Health Plan Beneficiary Handbook" brochure and the "Medi-Cal Provider Directory."

12. DUTY TO REPORT INCIDENTS TO COUNTY.

CONTRACTOR shall provide immediate notice to the COUNTY Behavioral Health Provider Network Operations Manager of all adverse incidents and unusual occurrences involving clients that affect or have the risk of affecting quality of care, client care, client, or staff safety, and/or COUNTY property in connection with CONTRACTOR's performance of the services described in Exhibit "A" of this Agreement.

If CONTRACTOR is required to use the California Department of Social Services Community Care Licensing Division LIC 624 Unusual Incident/Injury Report form to report incidents to the State, this form shall also be used to report incidents to COUNTY. In addition to providing all the information required in the LIC 624 form, CONTRACTOR will provide client date of birth (DOB) information. Only in the event of a client death, CONTRACTOR shall include the following information in the "Clients/Residents Involved" section of the LIC 624 form: (1) client date of death, (2) primary diagnosis, (3) medical conditions, (4) substance use disorder, (5) date of last contact, (6) court status, and (7) living arrangement.

If CONTRACTOR is not required to use the LIC 624 form, CONTRACTOR will use the Ventura County Behavioral Health Notification Form to report adverse incidents and unusual occurrences.

All notifications provided to COUNTY shall include a description of the incident including (a) whether each individual identified is a staff member, client, child of staff, child of client, or visitor, (b) the names and phone numbers of any law enforcement personnel, fire department personnel, or other individuals, departments or agencies which participated in attempting to address the incident (including reference to any pertinent police reports or other reports), and (c) whether any person was criminally charged or cited.

CONTRACTOR shall promptly report to COUNTY: (1) any potential fraud, waste, or abuse, (2) any overpayments identified or recovered, specifying if the overpayments are due to potential fraud, (3) information about changes in a beneficiary's eligibility, including residence or death, (4) information about CONTRACTOR's or its employees' ability to participate in the managed care program, and (5) any information required per the U.S Office of Management and Budget's ("OMB") "Uniform Administrative Requirements for Federal Awards" and all regulations promulgated thereunder and related thereto (collectively, "Uniform Guidance"), if applicable). COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

13. PROGRAM MONITORING AND REVIEW.

CONTRACTOR shall permit, at any time during normal business hours the DIRECTOR or designee to come on CONTRACTOR's premises or facilities for the purpose of making inspections and evaluation of services under this Agreement. CONTRACTOR shall furnish COUNTY with all information as COUNTY may require evaluating the effectiveness of the services and the absence of fraud, waste, or abuse.

COUNTY may implement and maintain procedures that are designed to detect and prevent fraud, waste, and abuse, and including verification that the services rendered by CONTRACTOR, or any subcontractor were actually received by a beneficiary.

If CONTRACTOR is found to be non-compliant with the terms of this Agreement, a corrective action plan (CAP) may be required. The requirement of a CAP is at the discretion of COUNTY and does not preclude COUNTY from exercising any of the termination provisions specified in this Agreement, or any other remedies available under State or Federal law.

14. REPORTS.

CONTRACTOR shall provide reports as required by the DIRECTOR, by the State of California, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. Specifically:

- A. CONTRACTOR shall, without additional compensation, comply with any and all reporting requirements established by Federal, State, COUNTY, or local agencies providing funding for the services described herein. COUNTY shall provide and explain reporting procedures, when applicable.
- B. CONTRACTOR shall prepare and maintain an accurate and complete monthly financial report which shall reflect all CONTRACTOR's actual revenue and itemized operating expenses for this Agreement, and such report shall be provided to COUNTY for review, upon request.
- C. CONTRACTOR shall provide COUNTY with a copy of the report of any State or Federal audit in connection with the services provided under this Agreement within thirty (30) days of receipt, and also a copy of CONTRACTOR's response to the audit, such as a Corrective Action Plan, at the time the report is submitted to the auditing agency.

15. NOTIFICATIONS and COMMUNICATIONS.

Regulatory Agency Inspections and Visits

CONTRACTOR will notify the program liaison within forty-eight (48) hours of notification by a regulatory agency that the agency is scheduling a visit or inspection of their program and/or facility and the nature of the inspection. A copy of any written findings will be sent to COUNTY within seventy-two (72) hours of receipt.

Unscheduled Regulatory Agency Inspections and Visits

CONTRACTOR will notify the program liaison within forty-eight (48) hours of an unscheduled inspection by a regulatory agency and the nature of the inspection. A copy of any written findings will be sent to COUNTY within seventy-two (72) hours of receipt.

Communications

Copies of any regulatory agencies' findings, notices of deficiencies, health, and safety violations, decertifications, or licensing concerns regarding the facility, program, officers, or staff must be sent to COUNTY within seventy-two (72) hours of receipt.

16. SINGLE AUDIT / FINANCIAL OPINION AUDIT.

If CONTRACTOR receives and expends more than \$750,000 in federally allocated awards (associated with a Assistance Listing number - see beta.SAM.gov) in a fiscal year,

CONTRACTOR agrees to obtain, at its sole cost, 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" and provide a copy of the audit report to COUNTY within one hundred eighty (180) days of COUNTY's fiscal year end.

If CONTRACTOR is not required to conduct a single audit as specified above, COUNTY, in its sole discretion, may require CONTRACTOR to obtain a financial opinion audit performed by a certified public accountant and provide a copy of the audit report to COUNTY within one hundred eighty (180) days of COUNTY's fiscal year end.

17. **FEDERAL SALARY RATE CAP.** CONTRACTOR warrants that no federal funds provided under this agreement shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate that is in excess of \$221,900 per year, or as adjusted by the federal government, which is Level II of the Federal Executive Schedule.
18. **CERTIFICATION OF CLAIMS.** CONTRACTOR will execute the Certification set out in Exhibit "F".
19. **SERVICE COORDINATION MEETINGS.** COUNTY and CONTRACTOR agree to meet on an ongoing basis to discuss concerns related to this Agreement, including but not limited to concerns regarding treatment coordination, service utilization and outcomes, documentation and reporting requirements, and financing.

EXHIBIT "D"



VENTURA COUNTY
HEALTH CARE AGENCY

CODE OF CONDUCT





VENTURA COUNTY
HEALTH CARE AGENCY

Mission

Provide comprehensive, cost-effective, compassionate health care for our diverse community, especially those facing barriers, through an exceptional workforce, education, and forward-thinking leadership.

Vision

Setting the standard in health care excellence. Healthy people in healthy communities throughout Ventura County

CODE OF CONDUCT

SERVICE EXPERIENCE

Ventura County Health Care Agency's (HCA) employees and agents shall strive to deliver quality, patient-centered health care services.

- Patients have the right to choose their health care. Patients will be involved in decisions regarding their care to the greatest practical extent possible.
- No person shall be denied care by HCA solely based on race, gender, religion, creed, color, economic status, or source and amount of payment. Further, employees are to be impartial and are not to discriminate in providing service based on race, color, national origin, religion, ancestry, medical condition, gender, sexual orientation, age, marital status, or disability.
- HCA employees and its agents will seek to understand and respect a patient's objectives for care and shall treat patients in a manner respecting their background, culture, religion, and heritage.
- HCA's employees and agents shall treat all patients with dignity, respect, and courteousness.
- Patients have the right to information for informed health care decisions including therapeutic alternatives and risks associated with their care. Patients also have a right to receive information about HCA's policies, procedures, and charges.
- Quality patient care will only be delivered by qualified, competent staff.
- HCA will maintain an accurate medical record for each patient that is promptly completed, accessible, and retained.

CODE OF CONDUCT

BUSINESS PRACTICES

HCA's employees and agents shall comply with all applicable laws and regulations.

- HCA, by and through its employees and agents, shall comply with all applicable laws, regulations, standards, and other requirements including those of Federal and State health care programs.
- Employees or agents who perform billing and/or coding of claims must take reasonable precautions to ensure that their work is accurate, timely, and in compliance with federal and state laws and regulations and policies.
- HCA will bill only for services rendered and which are fully documented in the patient's medical records. If the services are coded, then only billing codes that accurately describe the services provided will be used.
- No claims for payment or reimbursement of any kind that are false, fraudulent, inaccurate, or fictitious will be submitted. No falsification of medical conditions, services, time, or other records that are the basis of claims submission will be tolerated.
- HCA shall act promptly to investigate and correct the problem when errors in claims that have been submitted are discovered.
- All reports or other information required to be provided to any federal, state, or local government agency shall be accurate, complete, and timely filed, including the reporting of overpayments related to the Medicare and Medi-Cal Programs.
- HCA shall maintain a complete and thorough medical and billing record and ensure they are retained according to regulatory requirements and organizational policy.
- HCA will seek positive relationships with government programs and third-party payers including ongoing communication about patient progress and billing.
- No employee or agent is authorized to enter any joint venture, partnership or other risk sharing arrangement with any entity that is a potential or actual referral source unless the arrangement has been reviewed and approved by County Counsel and the Board of Supervisors.

CODE OF CONDUCT

BUSINESS PRACTICES

HCA's employees and agents shall engage in ethical business relationships including maintaining confidentiality.

- Employees and agents must perform their duties in a way that promotes the public's trust in HCA.
- The Federal government prohibits payment for services provided by an individual or entity that the government has excluded from participating in a Federally funded health care program. HCA will not knowingly employ, conduct business with or contract with excluded providers.
- HCA's employees and agents shall comply with all laws governing the confidentiality of medical information.
- Employees or agents shall not use or reveal any confidential information obtained as an employee or agent of HCA concerning HCA or its patients.
- HCA, in accordance with Title 22, Section 70707 of the California Code of Regulations, believes that the patient has the right to full consideration of privacy concerning their health care.
- No employee or agent should subordinate his or her professional standards, or objectivity to any individual. If significant differences of opinion in professional judgment occur, then they should be referred to management for resolution.
- Employees and agents should be honest and forthright in any representations made to patients, vendors, payers, other employees or agents, and the community.
- Each employee or agent has an obligation to the citizens, to the people's elected representatives, to fellow employees, and to the COUNTY's administration, to accomplish its goals, to expose corruption wherever discovered, to refrain from disclosure of any confidential information, to preserve and safeguard the County's assets, and to uphold these principles, ever conscious that public office is a public trust.

CODE OF CONDUCT

CONFLICTS OF INTEREST

Employees and agents must avoid situations in which their interests' conflict with the duty to act in HCA's best interest.

- Employees and agents should report any potential conflicts of interest concerning themselves or their family members to HCA in accordance with the Conflict-of-Interest Code.
- Employees and agents should avoid any activity that conflicts with the interests of HCA or its patients. Even the appearance of impropriety should be avoided. If an employee or agent suspects that a conflict may exist or be created, then he or she should consult with management.
- Employees and agents should not have other jobs that interfere with their ability to perform their duties at HCA.
- Employees and agents should not become involved, directly, or indirectly, in outside commercial activities that could improperly influence their actions or otherwise conflict with the Conflict-of-Interest Code without first disclosing that relationship to management.
- Conducting business with any firm in which there is a family relationship may constitute a conflict of interest. Advance disclosure and approval may be required as set forth in Ventura's Conflict of Interest Code for the Health Care Agency (Conflict of Interest Code).
- Employees and agents should not accept or provide benefits that could be seen as creating conflict between their personal interests and legitimate business interests. This includes accepting expensive meals, gifts, refreshments, transportation, or entertainment in connection with the job.
- No employee shall accept any fee, compensation, payment of expense, or any other item of monetary value in which acceptance may result in, or create the appearance of resulting in, the use of public office for private gain; preferential treatment of any person, impeding governmental efficiency or economy; any loss of complete independence or impartiality; the making of a County decision outside official channels; or any adverse effect on the confidence of the public in the integrity of County government.
- Gifts and benefits to clinicians or referral sources are not appropriate.

CODE OF CONDUCT

PROTECTION AND USE OF INFORMATION, PROPERTY AND ASSETS

HCA's employees and agents shall protect the County's property and respect the property rights of others.

- HCA will not pursue any business opportunity that requires engaging in unethical or illegal activity.
- Employees and agents must obtain authorization prior to committing or spending HCA's funds.
- Employees and agents are personally responsible and accountable for the proper expenditure of HCA funds and for the proper use of its property.
- Employees and agents may not use either HCA or patient resources for personal or improper purposes or permit others to do so.
- HCA equipment is intended to be used only for HCA or County business.
- Use of electronic assets is for business. Employees and agents may only use computer systems and networks, in a manner consistent with HCA's policies, and shall take reasonable steps to protect systems and software from unauthorized access or intrusion. Misuse will result in disciplinary action in accordance with HCA policy.
- Surplus, obsolete, or junked property shall be disposed of in accordance with HCA's and County's procedures. Unauthorized disposal is a misuse of assets.
- Employees and agents have a duty to be productive during work time.
- Any improper financial gain through misconduct involving misuse of either HCA's or a patient's property is prohibited, including the theft of property or of money.
- HCA's confidential and proprietary information is valuable and should be protected from unauthorized use or exploitation. Employees and agents are also expected to respect the intellectual property rights of others with whom HCA does business.
- Employees and agents are expected to report any observed misuse of property to their supervisor or through the Compliance Line established for reporting concerns, including anonymously.
- Reasonable meal expenditures or entertainment must comply with the County Reimbursement Policy.

CODE OF CONDUCT

HUMAN RESOURCES

HCA's employees and agents shall respect each other as human beings and health care professionals.

- Applicants and employees shall be afforded equal employment and advancement opportunities, pursuant to policies.
- Employees and agents are expected to conform to the standards of their respective professions and exercise sound judgment in the performance of their duties. Any differences of opinion in professional judgment should be referred to appropriate management levels for resolution in accordance with standard grievance procedures.
- All employees and agents should show proper respect and consideration for each other, regardless of position. Discriminatory treatment, harassment, abuse, or intimidation will not be tolerated. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are serious violations of the standards of conduct and will not be condoned or permitted.
- Employees will be provided with reasonable accommodation, as outlined by the provisions of the Americans with Disabilities Act of 1990 (ADA) and/or California Fair Employment and Housing Act (FEHA). As an employer, we are responsible for providing reasonable accommodations to the known physical or mental impairments of a qualified individual with a disability, unless doing so would impose an undue hardship on the operation of County business.
- HCA will contribute to an employee's or agent's competence by making available continuing job-related education and training (within the limits of its resources).
- HCA will not permit any action of retaliation or reprisal against an employee who reports a violation of law, policy, or procedure.

CODE OF CONDUCT

HEALTH AND SAFETY

Our highest priority is the health and safety of our patients and ourselves. We shall strive to do our jobs so that no harm is caused to our patients, the public, or ourselves.

- Employees and agents are expected to comply with all work and safety rules.
- HCA shall only employ or work with people with proper credentials, experience, and expertise.
- HCA is a drug and alcohol-free workplace.
- Smoking is not permitted near any entrance to any HCA buildings or vehicles.
- Drugs, including controlled substances and other pharmaceuticals shall be safely stored, secured, dispensed, and inventoried in conformance with all applicable laws and regulations. Shortages and missing items shall be reported promptly to supervisors.
- Medical and/or County waste or other hazardous materials shall be disposed of properly and lawfully.

CODE OF CONDUCT

REPORTING CONCERNS

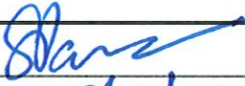
Employees and agents shall promptly report all suspected violations of the Code of Conduct, Compliance Guidelines, operational policies, laws, or regulations to their manager or supervisor, through the confidential Compliance Line or to the Compliance Officer. You are protected from retaliation if you make a good-faith report.

- One option is to speak with your supervisor or another manager. If you are not comfortable speaking with him/her, or you believe the matter has not been adequately resolved, you should contact the Compliance Officer.
- If you want to anonymously report a concern, HCA has a third-party that takes confidential reports at 1.888.488.3146. This number is available 24 hours a day, seven days a week. Reports will be forwarded to the Compliance Department for investigation and resolution. You may remain anonymous if you choose, however if you identify yourself, it may assist in the investigation of the matter.
- Retaliation against any employee who, in good faith, reports potential or suspected violations is unlawful and will not be tolerated.


ATTESTATION OF COMPLIANCE

I agree to comply with the Code of Conduct. I represent that I am in complete compliance with the requirements of the Code of Conduct as it applies to my job responsibilities.

I also represent and warrant that I have not been excluded from, or sanctioned by, any Federal health care benefits program, including but not limited to Medicare, Medi-Cal, CHAMPUS or the federal retired railway workers benefit program.

 Signature

8/1/2024 Date

 Signature

7/31/2024 Date

EXHIBIT "E"
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 **Clinicas Del Camino Real, 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 the 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 contract (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 contract (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 **primary care Agreement**.
- 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.
- 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. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **July 1, 2024**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or

created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section

b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the **primary care Agreement** 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.

EXHIBIT "F"
CERTIFICATION OF CLAIMS FOR PAYMENT FOR SERVICES RENDERED

CONTRACTOR and its duly authorized representative(s) HEREBY CERTIFY under penalty of perjury:

- that I am the official responsible for the administration of Mental Health services under this Agreement in and for CONTRACTOR;
- that I have not violated any of the provisions of sections 1090 through 1098 of the California Government Code;
- that any amounts for which reimbursement is claimed herein are in accordance with Chapter 3, Part 2, Division 5 of the Welfare and Institutions Code; and
- that to the best of my knowledge and belief all claims submitted for services rendered will, in all respects, be true, correct, and in accordance with law.

CONTRACTOR agrees and certifies under penalty of perjury that all claims for services provided to COUNTY mental health clients under this Agreement have been provided to the clients by CONTRACTOR. The services will be, to the best of CONTRACTOR's knowledge, provided in accordance with the client's treatment needs. CONTRACTOR also certifies that all information submitted to the Behavioral Health Department and the State is accurate and complete. CONTRACTOR understands that payment of claims under this Agreement will be from Federal and/or State or COUNTY funds and any falsification or concealment of a material fact may be prosecuted under Federal and/or State or COUNTY laws.

CONTRACTOR warrants that it will retain, for a minimum period of ten (10) years from the expiration of the term of the Agreement or completion of any audit or investigation by COUNTY, State, and Federal agencies, including the exhaustion of all legal remedies, whichever date is later, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. CONTRACTOR agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services, the Medi-Cal Fraud Unit, California Department of Justice, Office of the State Controller, U. S. Department of Health and Human Services, COUNTY's Behavioral Health Department, or their duly authorized representatives.

CONTRACTOR also agrees that all services are offered and provided without discrimination based on race, color, national or ethnic origin, sex, age, gender or physical or mental disability.

CONTRACTOR agrees that the Office of the Inspector General's Exclusion List, Medi-Cal List of Suspended or Ineligible Providers, Excluded Parties List System/System Award Management (EPLS/SAM), databases are checked monthly, prior to providing services under this Agreement.

CONTRACTOR: Clinicas Del Camino Real, Inc.

Authorized Signature: 

Printed Name and Title: Gagan Pawar, CEO Date: 7/26/2024

Authorized Signature: 

Printed Name and Title: Fred Benharash, CFO Date: 7/26/2024