

COUNTY OF VENTURA CONTRACT NUMBER #9362

C O N T R A C T

This Contract entered into this 23rd day of July, 2024, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Conejo Health, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing professional services hereinafter described:

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

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

Contractor shall perform the services and tasks described in Exhibit A hereto and all services and tasks reasonably necessary for the completion of the same (the "Work"). Contractor shall furnish, at Contractor's own cost and expense, all personnel, services, tools, vehicles, and equipment or any other materials, necessary to perform the Work. Contractor shall perform, and ensure all subcontractors perform the Work in a safe, professional, skillful, and workmanlike manner. All Work and any portion thereof separately identified shall be completed within the time provided in Exhibit A.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications of this Contract, County will make payment to Contractor in the manner specified in Exhibit A. The contract amount shall not exceed \$400,708.00.

3. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, County will have no control over the means or methods by which Contractor will perform services under this Contract.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under 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 Contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

Contractor agrees to defend, through attorneys approved by County, indemnify and hold harmless Indemnitee (as defined elsewhere herein) from and against all Third-Party Claims (defined elsewhere herein) made against indemnitee based upon any contention by any third party that an employer-employee relationship exists by reason of this contract. Contractor further agrees to hold Indemnitee harmless from and to compensate Indemnitee for any Third-Party Claims against Indemnitee for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this contract. Contractor will not settle or otherwise compromise a Third-Party Claim covered by this paragraph without County's advance written approval. This subsection does not apply to any penalty imposed by any governmental agency that is not caused by or the fault of the Contractor.

4. **NON-ASSIGNABILITY**

Contractor will not assign this Contract 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 Contract.

5. **TERM**

This Contract will be in effect from July 23, 2024, through June 30, 2028 subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. **TERMINATION**

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 10 days' written notice to Contractor. In the event of

termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, 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 Contract 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 Contract 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 at law or under this Contract.

7. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above.

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

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee"), against any and all claims, lawsuits, judgments, debts, demands and liability (including attorney fees and costs) (collectively, "Third Party Claims"), whether against Contractor, County or others, 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 Third Party Claims litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of Indemnatee. Contractor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's prior written approval. Contractor agrees to waive all rights of subrogation against Indemnatee for losses arising directly or indirectly from the activities and/or work covered by this Contract.

9. **INSURANCE PROVISIONS**

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 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, products/completed operations, and broad form blanket contractual.

- 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.
- 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.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, 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 Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. **SUBSTITUTION**

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. **INVESTIGATION AND RESEARCH**

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. **CONTRACT MONITORING**

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Ventura County Public Health or its authorized representative.

14. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. **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 Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. **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 Contract 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.

17. NOTICES

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

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Conejo Health
31111 Agoura Rd, Suite 250
Westlake Village, CA 91361

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of 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.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract 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 County except those covenants and contracts embodied in this Contract. No modification, waiver, amendment or discharge of this Contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.

19. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

20. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

21. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County 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 Contract.

22. **COMPLIANCE WITH LAWS**

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

23. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

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

24. **NON-EXCLUSIVITY**

The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

25. **MISCELLANEOUS**

- a. Third Party Beneficiaries. Except for indemnitees under sections 3 and 8 above, this contract does not, and the parties to this contract do not intend to, confer a third-party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- b. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- c. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements,

promises or representations made by any person not expressly set forth in this contract.

- d. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- e. Partial Invalidity. If any provision of this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties intend, and it shall be so deemed, that the remaining provisions of this contract shall continue in full force without being impaired or invalidated in any way. If such provision is held to be invalid, void or unenforceable due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- f. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/ or neuter.
- g. Counterparts. This contract may be transmitted and signed by electronic or digital means by either or both parties and 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. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

Rory Aronsky
Authorized Signature

Rory Aronsky
Printed Name

Senior Buyer
Title

August 1, 2024
Date

CONEJO HEALTH*

Matthew Pall
Authorized Signature

Matthew Pall
Printed Name

CEO
Title

7/26/2024
Date

83-8478457
Tax Identification Number

C4684058
Secretary of State Entity Number

CONEJO HEALTH*

Ian Anderson
Authorized Signature

Ian Anderson
Printed Name

COO
Title

7-26-24
Date

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

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

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

Exhibit A



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Health**

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Conejo Health Partnership with Ventura County Department of Public Health

Grant Dates: July 1st, 2024 - June 30, 2028

Hepatitis C Project Scope

Objective:

To establish a comprehensive program for identifying high-risk patients in the emergency department or street medicine. Advocating for high-risk patients to get stat Hepatitis C testing. Follow-up with patients who screen positive for Hepatitis C. Utilizing Conejo Health staff to ensure timely interventions, ongoing care, and support to reduce the spread of infectious diseases and enhance patient outcomes.

Partnership Framework:

Stakeholders: Conejo Health, Ventura County Department of Public Health, and Ventura County hospitals participating in Conejo Health's emergency department substance use navigator program.

Reporting and Data Sharing: Develop protocols for receiving test results from hospital lab screening reports to ensure timely and secure data transfer to Conejo Health.

Roles and Responsibilities:

- Substance Use Navigators (SUNs):
 - Patient Identification:
 - Receive notifications of positive Hepatitis C screenings from partnering Hospitals and institutions.
 - Establish contact with identified patients within 24-48 hours of notification.
 - Patient Engagement:
 - Conduct initial outreach to inform patients of their Hepatitis C status and the available support services.
 - Use motivational interviewing techniques to engage patients in their care plans.
 - Assessment and Screening:
 - Perform comprehensive assessments in the emergency departments, on medical floors, and remotely as needed in the case of patient discharge to

identify additional risky behaviors and potential for the spread of infectious diseases.

- Use standardized screening tools to evaluate substance use patterns and other health risks as above.

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- Intervention and Referral:
 - Provide immediate interventions, including motivational interviewing and relapse prevention planning.
 - Refer patients to appropriate treatment resources, including substance use treatment programs, primary care providers, and specialty care for Hepatitis C.
- Care Coordination:
 - Coordinate care with primary and specialty healthcare providers.
 - Ensure follow-up appointments are scheduled and assist with overcoming barriers to accessing care (e.g., transportation, insurance issues).
- Documentation:
 - Charting in Conejo Health's Health Information Exchange connected EHR. • Maintain detailed records of patient interactions, assessments, interventions, and outcomes.
 - Ensure all patient information is handled in compliance with HIPAA and 42 CFR Part 2 regulations.
- Community Health Workers (CHWs):
 - Health Education:
 - Provide education on Hepatitis C, substance use, and harm reduction strategies.
 - Distribute educational materials and resources to patients and their families.
 - Health Navigation:
 - Assist patients in navigating the healthcare system to access needed services.
 - Connect patients with community resources to address social determinants of health, such as housing, food security, and employment services.
 - Support and Advocacy:
 - Offer ongoing support through regular check-ins and follow-up calls.
 - Advocate for patient needs within the healthcare system and the broader community.

- Training and Certification:
 - Ensure all CHWs meet the minimum qualifications and training requirements as outlined by the California Department of Health Care Services (DHCS).

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- Participate in ongoing training and professional development to stay current with best practices in substance use treatment and patient navigation.

Workflow and Processes:

- Patient Follow-Up Process:
 - Notification and Initial Contact:
 - SUN receives positive Hepatitis C lab results from hospital partners and institutions.
 - Assign a CHW to each new case for immediate follow-up.
 - Contact the patient as soon as possible to inform them of their status and schedule an initial assessment.
 - Assessment and Screening:
 - Conduct a comprehensive assessment to identify additional health risks and behaviors in the emergency departments, on medical floors, and remotely as needed in the case of patient discharge.
 - Screen for co-occurring mental health conditions and substance use disorders.
 - Intervention and Referral:
 - Provide immediate interventions using motivational interviewing techniques. ▪

Provide linkage to treatment resources and healthcare providers.
 - Care Coordination:
 - Assist patients in scheduling follow-up appointments and ensure patients have access to necessary services.
 - Coordinate with healthcare providers to monitor patient progress and adjust care plans as needed.
 - Ongoing Support and Monitoring:
 - Conduct regular follow-up calls to monitor patient adherence to their care plan.

- Provide ongoing support and education to patients and their families.
- Update patient records to reflect progress and outcomes.

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Quality Assurance and Evaluation:

- Performance Metrics:
 - Track key performance indicators, such as patient engagement rates and referrals to treatment.
- Continuous Improvement:
 - Regularly review program data to identify areas for improvement.
 - Implement changes to workflows and processes based on feedback and performance data.
 - Engage in regular training and development to ensure staff are knowledgeable about the latest best practices and treatment protocols.

Compliance and Ethical Standards:

- Patient Confidentiality:
 - Adhere to HIPAA and 42 CFR Part 2 regulations regarding patient information.
 - Ensure all staff are trained on confidentiality and data protection policies.
- Ethical Conduct:
 - Follow ethical principles, including autonomy, beneficence, nonmaleficence, and justice.
 - Maintain professionalism and respect in all interactions with patients and their families.

Cost of Project:

- The project costs for Conejo Health are outlined on the submitted budget, not to exceed \$400,708 in the 48 months. (\$100,177 per FY, FY 2024-25 through FY 2027-28)

Conclusion:

This scope of work outlines a comprehensive and patient-centered approach to managing Hepatitis C cases in collaboration with the Ventura County Department of Public Health. By leveraging the expertise of SUNs and CHWs, Conejo Health aims to improve patient outcomes, reduce the spread of infectious diseases, and provide integrated support services.