

C O N T R A C T

This Agreement entered into this 1st day of November, 2024, by and between **County of Ventura**, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and **Semillas Counseling & Wellness Licensed Clinical Social Worker, Inc., a California corporation**, hereinafter called "CONTRACTOR." This Agreement will be administered on behalf of the County by the VCBH Director or his/her authorized representative ("Director").

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

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

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

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

2. **PAYMENT FOR SERVICES**

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

3. **INDEPENDENT CONTRACTOR**

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

CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR,

and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

Special Indemnity – CONTRACTOR will indemnify and hold harmless the COUNTY from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura by CONTRACTOR's employees, contractors and subcontractors relating to the employee's right to employment, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits or employee benefits of any kind.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto, and all similar State and Federal acts or laws applicable.

COUNTY may, without breaching this Agreement or any duty owed to CONTRACTOR, contract with other individuals and entities to render the same or similar services as CONTRACTOR.

4. **NON-ASSIGNABILITY**

CONTRACTOR may not assign this Agreement or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Agreement.

5. **TERM**

This Agreement will be in effect from November 1, 2024 through June 30, 2026 subject to all the terms and conditions set forth herein.

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

Continuation of the Agreement is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation, therefore.

6. **TERMINATION**

Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. On completion or termination of this Agreement, COUNTY will be entitled to immediate possession of, and CONTRACTOR will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or

computed by CONTRACTOR for this particular Agreement prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled to by law or under this Agreement.

7. **DEFAULT**

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

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

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

All activities and/or work covered by this Agreement will be at the sole risk of the CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

9. **INSURANCE**

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance and list COUNTY's primary address, 800 South Victoria Avenue, Ventura, CA 93009 on all insurance documents.
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
 - 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage

each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual legal liability.

- 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- C) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- D) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- E) The County of Ventura, VCBH, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except for Worker's Compensation and Professional Liability). As part of the insurance verification process, CONTRACTOR will submit the Additionally Insured Endorsement to COUNTY as a separate document.
- F) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, any applicable special districts, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement. As part of the insurance verification process, CONTRACTOR will submit proof of the waiver of subrogation to COUNTY as a separate document.
- G) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and VCBH.
- H) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:
- 1) Certificates of Insurance for all required coverage.

- 2) A separate additional Insured endorsement for General Liability Insurance.
- 3) A separate Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others and Waiver of Our Right to Recover from Others) for Workers' Compensation.

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

- I) It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.
- J) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.
- K) CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

10. **INVESTIGATION AND RESEARCH**

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

11. **AMENDMENTS**

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

12. **CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no

person having such interest will be employed or retained by CONTRACTOR under this Agreement.

13. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Agreement which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

14. **OWNERSHIP OF DATA**

COUNTY retains ownership and exclusive rights to all data and materials collected, created or analyzed as part of the scope of work described in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in conferences or seminars, or for other purposes, requires written permission from the COUNTY.

15. **NOTICES**

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

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

TO CONTRACTOR: SEMILLAS COUNSELING & WELLNESS LICENSED CLINICAL
SOCIAL WORKER, INC.
1237 S. VICTORIA AVE., #125
OXNARD, CA 93035

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

15. **MERGER**

This Agreement supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. CONTRACTOR

acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the COUNTY except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not set forth in this Agreement will be valid or binding.

16. **GOVERNING LAW**

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

17. **SEVERABILITY**

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

18. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

19. **COMPLIANCE WITH LAWS**

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

20. **CONTRACT REDUCTION**

In the event that the Board of Supervisors, County Executive Officer, or VCBH DIRECTOR implement reductions to the current fiscal year-budget or in the event any of the State or Federal funding entities for this Agreement do not appropriate sufficient funds or implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH DIRECTOR or designee.

21. **EXTENT OF CONTRACTUAL DOCUMENTS**

This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement and constitutes the entire Agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: STANDARD SERVICES TERMS AND CONDITIONS

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

22. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
23. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**SEMILLAS COUNSELING & WELLNESS LICENSED
CLINICAL SOCIAL WORKER, INC.**

Patricia C. Washington, LCSW
Authorized Signature

Patricia C. Washington
Printed Name

President
Title

11/4/2024
Date

86-2899417
Tax Identification Number

04673300
Secretary of State Entity Number

COUNTY OF VENTURA

[Signature]
Authorized Signature

Dr. Loretta L. Denering
Printed Name

VCBH Director
Title

12/6/24
Date

SEMILLAS COUNSELING & WELLNESS LICENSED CLINICAL SOCIAL WORKER, INC.

Patricia C. Washington
Authorized Signature

Patricia C. Washington
Printed Name

Director
Title

11/7/2024
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, (c) the Chief Financial Officer or Treasurer, or (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Agreement.

EXHIBIT "A"
DESCRIPTION OF SERVICES
SEMILLAS COUNSELING & WELLNESS LICENSED CLINICAL SOCIAL WORKER, INC.
November 1, 2024 through June 30, 2026

Program Title:

Planting Seeds of Wellness/Sembrando Semillas de Bienestar: a community introduction to culturally rooted somatics and horticulture-assisted wellness practices.

Project Description:

The program provides trauma informed horticulture-based and somatic therapeutic workshops and a healing knowledge conference in Ventura County. Services are facilitated by licensed psychotherapists in collaboration with culturally-rooted horticulture and somatic practitioners who reflect the community they serve.

This program increases access to culturally-rooted, nature-based mental health practices for under-resourced communities with particular emphasis on Mexican, Spanish-speaking, Latine, and Black/African-American communities of Ventura County.

This program increases participant knowledge of foundational nature-based and somatic mental health practices at a beginner level. Many of the no-cost/low-cost tools can be replicated beyond the workshop space, thus supporting participant mental health long-term.

This program aims to reduce the stigma immigrant, latine, and black communities have around the use of mental health practices by offering culturally rooted workshops as foundational introductions.

This program promotes collaborations with community partners by creating strategic linkages with health clinics, mental health providers, social service entities, schools, as referral sources. Additionally, by partnering with community spaces/entities such as community gardens, local farms and community-based organizations that offer access to nature and/or community spaces, the program increases participant familiarity and/or trust of accessible community spaces. Through building these bridges the program expands participant engagement and connections with existing entities and spaces, increasing participant protective factors that support mental health, reduce mental health symptoms and prevent the need for a higher level of care.

Nature-based therapy and somatic practices create a return to safety, autonomy, and internal power. This is true especially for individuals of communities impacted by acute, chronic, and complex trauma, the stress of structural racism, and adverse childhood experiences. As such, this program aims to provide participants with foundational tools to regulate the nervous system, improve mood, and increase perceived self-efficacy and resiliency as determined by participant self-report via participant surveys.

Moreover, expanding participant's repertoire of no-cost/low-cost mental health tools, and reducing the stigma of their use, increasing knowledge of and familiarity with community spaces, and building opportunities for social connections, promotes mental health, and increases protective factors that serve as buffers against mental health decline and aide in reducing the need for a higher level of care.

This program has a small office in Oxnard. The program will establish a physical location in Ventura County that serves as a hub for horticulture-based and somatic services. A space will be developed that provides a range of wellness and mental health offerings/aids in reducing the stigma of mental health, enables trust and familiarity in the community, improves service access, and provides a safe physical space that supports social connections.

Description of Services:

The program will provide participants with access to nature through horticulture-assisted interventions and nature immersion. Working with the elements (earth, air, fire, water) and trauma-informed somatic practices (breathing techniques, culturally-affirming meditation, walking in nature, grounding/earthing, etc.), services will help participants reconnect to their physical body, regulate their nervous system, calm their mind, unlock stored trauma, and return to feelings of safety.

The program will provide multiple "entry-points" for participants to access mental health wellness tools.

- A. **The Sembrando/Planting Sessions:** Twenty (20) Community Workshops (Sixty (60)-minute sessions) are intended for persons who may be unfamiliar with mental health concepts and/or tools to support their mental health. These will be held across Ventura County community spaces and/or the CONTRACTOR's' office space. The workshops will serve as an introduction to foundational horticulture-assisted mental health tools and somatic practices. They will be geared for a beginner and offer trauma-informed, accessible, practical, and supportive mental health tools. Sessions

will be facilitated by a licensed clinician and/or in collaboration with a practitioner of somatic/horticulture practices across Ventura County.

- B. **The Enraizando/Rooting Sessions:** Five (5), Four (4)-part series (twenty (20) sessions in total), Sixty (60) minute sessions will be held in Ventura County community spaces and/or the Semilla's office space. These are intended for participants who are ready to engage in a more regular practice of horticulture-assisted and somatic mental health practices. This will be an open group format for community participants. While participation in the entire series are encouraged, it is acknowledge that accessibility and time are factors in accessing care. As such, drop-ins will be welcome. Sessions are facilitated by a licensed clinician and/or in collaboration with a practitioner of somatic/horticulture practices across Ventura County.
- C. **Planting Seeds of Wellness Conference and Resource Fair/Conferencia y Feria de Recursos Sembrando Semillas de Bienestar:** will be held by June 2026. Conferences are approximately four (4)-hour live events, once in a West Ventura County community location, and once in an East Ventura County community location. These will provide experiential learning opportunities, *platicas* (community healing talks), and a vendor fair which provides information of community resources that support mental health.
- D. **Two-Hour Training with VCBH Staff-Administration:** will occur to review programming outcome and recommendations for incorporating culturally affirming horticulture and somatic practices in treatment.

Program's Primary Purpose:

The program introduces culturally-rooted approaches to the mental health system, providing a change to existing practices in the field of mental health and their application to under-served populations, including but not limited to, Spanish-speaking latine and African Americans. The program promotes a community driven practice to the mental health system that has been successful in a non-mental health context.

Project Goals and Outcomes:

In whole, this program will aim to increase protective factors that serve to support mental health, reducing the need for higher levels of care. This program aims to service historically underserved groups including, but not

limited to, the Mexican/Latine, Spanish-speaking, and African American populations of Ventura County. Nature-based therapy and somatic practices create a return to safety, autonomy, and internal power. These practices have been shown to be of benefit for individuals and communities impacted by acute, chronic, and complex trauma, the stress of structural racism, and adverse childhood experiences.

Through participation in the program, individuals served will:

- Engage in non-stigmatizing, culturally-rooted alternative mental health services;
- Gain foundational tools to regulate the nervous system;
- Increase perceptions of self-efficacy;
- Improve mental health markers (e.g. mood, anxiousness);
- Expand the repertoire of no-cost/low-cost mental health tools;
- Change beliefs/stigmas regarding the use of mental health services;
- Increase knowledge and trust of community spaces that foster social connection.

Program Addresses:

MHSA Component

The program falls within the Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) component of the VCBH MHSA Plan. It supports the Prevention category and observes the following strategies:

- Provides access and linkage to treatment;
- Improves timely access to services for underserved populations;
- Is Non-stigmatizing and non-discriminatory.

The program falls within the MHSA Community Services and Supports (CSS) component of the VCBH MHSA Plan. It supports the General System Development (GSD) category and observes the following strategies:

- Provides mental health services and supports including alternative and culturally specific treatments;
- Develops and implements strategies for reducing ethnic/racial disparities.

Target Population

The target population includes Mexican, Latine, and Black/African American adults and youth. CONTRACTOR will:

- A. Manage the Planting Seeds of Wellness programs serving a minimum of three hundred (300) adults and/or youth in the Ventura County region with horticulture-assisted and somatic workshops and two (2) mental health conferences facilitated by mental health therapists and practitioners of alternative and culturally specific treatments. Wherein facilitators are representative of the demographics of the community to be served.
- B. Complete outreach and engagement to agencies that provide services to the designated target population to facilitate outreach, engagement, and participation.
- C. Aim to serve a minimum of three hundred (300) unduplicated individuals.

Contractor Responsibilities:

- A. CONTRACTOR activities, deliverables, outputs, and outcomes shall be aligned in accordance with the following:

Core Deliverables	Target Enrollment	Outputs	Outcomes
Hold Focus Groups	<p>Twenty (20) community members will be:</p> <p>1) Sixteen (16) years of age or older;</p> <p>2) Self-identify as Latine, Mexican, Spanish-Speaking, and/or Black African American;</p> <p>3) Possess strong familiarity with the cultural community in Ventura County.</p>	Two (2) focus groups	<p>Obtain qualitative data regarding:</p> <p>1) Current mental health strategies of Mexicans, Spanish-Speaking, and Black/African Americans to inform survey questions;</p> <p>2) Cultural beliefs/stigmas regarding mental health;</p> <p>3) Identify barriers of access to care within the identified population.</p>

			4) Gain culturally congruent guidance on participant recruitment, survey questions, and programming.
<p>Forty (40) workshops across Ventura County</p> <p>Two (2) Conferences (One (1)) East County, One (1) West</p>	Serve a minimum of Three-hundred (300) participants from all programming.	Monthly participant data provided via program reporting tool and invoicing	Culturally-affirming, non-stigmatizing programming will be delivered to three hundred (300) participants across Ventura County

County)			
Complete and Evaluate Participant Surveys	<p>Two-hundred twenty-five (225) community participants who are:</p> <ol style="list-style-type: none"> 1) Sixteen (16) years of age or older; 2) Individuals who self-identify as Mexican, and/or African American who reside in the County. 	<p>*Minimum of Two-hundred twenty-five (225) Survey responses</p> <p>*Given programming is non-exclusionary, some participants may not meet identifying criteria for survey.</p>	<p>Quantitative & qualitative pre and post data derived from self-reporting participant surveys regarding:</p> <ol style="list-style-type: none"> 1) participant perceived mental health status (e.g. mood, anxiety, stress, etc.) 2) beliefs/stigmas regarding mental health symptoms, 3) beliefs/stigma regarding mental health service access, 4) level of understanding of mental health tools.
Develop Mental Health Provider Training	Ten (10) providers-participants employed as mental health providers in Ventura County.	Partner with VCBH Clinicians and Administration for a two (2)-hour training, overview, printed materials, pre-and post-surveys.	Training covers project evaluation results, review of horticulture-assisted and somatic strategies, and recommendations for VCBH Clinicians and Administration.
6. Finalize Project Evaluation in partnership with VCBH	Three hundred (300) participants	Final Report summarizing the project and evaluation	Publication of report.

		process results.	
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B. 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 (PNO) Unit. Additional meetings may include monthly or quarterly meetings, as deemed appropriate by the VCBH Operations Manager and/or PNO Unit.
3. Per State regulations, CONTRACTOR shall be responsible for entering and submitting all data into a database provided by COUNTY by the 10th day of the month following the end of each month. 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 entry and/or delivery shall result in a delay of payment. Exception: Programs submitting quarterly data, as agreed upon with the VCBH Operations Manager, shall submit 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. 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 PROVISIONS
SEMILLAS COUNSELING & WELLNESS LICENSED CLINICAL SOCIAL WORKER, INC.
November 1, 2024 through June 30, 2026

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period, 2024 through June 30, 2026 shall not exceed a budget of \$491,846. See attached budget.

B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.

C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) business days of submission of a valid invoice to the COUNTY.

D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the DIRECTOR or designee prior to performance thereof.

E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.

F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding

service delivery and outcomes, documentation and reporting requirements, financing and revenue production.

- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.

BUDGET

A.

ID	BUDGET LINE ITEM	FY 24-25	FY 25-26	Total Project Costs
DIRECT OPERATING EXPENSES				
I Staff, Salaries and Benefits				
a	Executive Director and Programming Director	\$ 75,240.00	\$ 121,680.00	\$ 196,920.00
b	Licensed Clinician Facilitators	\$ 9,000.00	\$ 18,000.00	\$ 27,000.00
	Marketing Staff	\$ 3,168.00	\$ 5,096.00	\$ 8,264.00
	Administrative Support Staff	\$ 17,424.00	\$ 25,480.00	\$ 42,904.00
	Taxes & Benefits	\$ 18,869.00	\$ 32,348.64	\$ 51,217.64
II PROFESSIONAL & CONSULTING SERVICES				
a	Program Development Consultant	\$ 15,600.00	\$ 8,400.00	\$ 24,000.00
b	Alternative/Complimentary Practitioners	\$ 11,000.00	\$ 14,900.00	\$ 25,900.00
c	Food for programming	\$ 3,800.00	\$ 6,000.00	\$ 9,800.00
d	Workshop materials & supplies	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00
e	Participant Incentives	\$ 10,000.00	\$ 4,000.00	\$ 14,000.00
f	Community Space Rental costs	\$ 3,850.00	\$ 9,000.00	\$ 12,850.00
g	Printing	\$ 1,500.00	\$ 1,300.00	\$ 2,800.00
III CONFERENCES, MEETINGS, ACTIVITIES				
a	Food - Focus Group Meetings	\$ 380.00	\$ 200.00	\$ 580.00
b	Printing - Focus Group Meetings & Trainings	\$ 140.00	\$ 140.00	\$ 280.00
IV INDIRECT COSTS / ADMINISTRATION				
a	Mileage	\$ 2,500.00	\$ 4,300.00	\$ 6,800.00
b	Office supplies	\$ 1,600.00	\$ 2,300.00	\$ 3,900.00
c	Administrative costs	\$ 19,010.00	\$ 27,620.00	\$ 46,630.00
d	Office equipment	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
TOTAL COST		\$ 206,081.00	\$285,764.64	\$491,845.64

B. Budgetary Line-Item Adjustments

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line-item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

C. Travel

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.

EXHIBIT "C"
STANDARD SERVICES TERMS AND CONDITIONS

1. BUSINESS ASSOCIATE AGREEMENT

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit "D"), which by this reference is made a part hereof.

2. EQUIPMENT PURCHASE AND OWNERSHIP

CONTRACTOR shall comply with all applicable COUNTY equipment purchasing policies and procedures when purchasing equipment (PC, laptop, tablet, printer, etcetera) that will be used to conduct the services specified in this Agreement. Prior to equipment purchase, CONTRACTOR must request from COUNTY the list of standard equipment devices that may be purchased by CONTRACTOR. CONTRACTOR will not be reimbursed for any equipment that does not follow COUNTY policies and procedures or is not on the list of standard equipment devices.

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. The CONTRACTOR shall make all equipment available to the COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

Within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to the COUNTY, and shall at that time, query the COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. The final disposition of equipment and/or property shall be at COUNTY expense and according to COUNTY instructions. Equipment and/or property disposition instructions shall be issued by the COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

3. **NON-DISCRIMINATION**

A) General

According to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Agreement.

B) Employment

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

4. **AMERICANS WITH DISABILITIES ACT**

CONTRACTOR agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act (ADA) of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

5. **PUBLICATIONS AND PRESENTATIONS**

All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

6. **CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE**

CONTRACTOR agrees to comply with applicable Federal, State, and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting

documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

7. **SUBSTITUTION**

If particular people are identified in this Exhibit "A" as working under this Agreement, the CONTRACTOR will not assign others to work in their place without written permission from the VCBH DIRECTOR or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

8. **CONTRACT MONITORING AND REPORTING**

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Agreement at any time during the CONTRACTOR's usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR's responsibility for the thoroughness of the services to be provided hereunder.

CONTRACTOR shall provide reports as required by the VCBH DIRECTOR, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

9. **AUDIT RECORD RETENTION REQUIREMENTS**

A) **Maintenance of Records**

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to

evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. CONTRACTOR's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction. All records must be capable of verification by qualified auditors. Interviews with any employee who might reasonably have information related to such records will be allowed.

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

Financial records shall be retained or preserved so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These records include, but are not limited to,

all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

- 4) CONTRACTOR shall preserve and make available their records for: (1) a period of ten (10) years from the date of final payment under this Agreement, and (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10 year period, whichever is later.
- 5) Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR will work to collaborate in good faith with COUNTY to facilitate COUNTY obtaining and retaining CONTRACTOR's fiscal and program records for the required retention period. CONTRACTOR will provide the records to COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

10. **VERIFICATION OF SERVICES AND SITE INSPECTION**

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with Federal, State, and County statutes, regulations, and the terms and conditions of the Federal, State, and County funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. County, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms

needed to determine compliance. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the CONTRACTOR to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Agreement and will be sufficient basis to terminate the Agreement for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, CONTRACTOR will be required to submit a corrective action plan no later than thirty (30) days after receiving the findings of such review(s).

11. SINGLE AUDIT/AUDIT

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

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

EXHIBIT "D"
BUSINESS ASSOCIATE AGREEMENT

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **Semillas Counseling & Wellness Licensed Clinical Social Worker, Inc.**
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

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

- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual

unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **Trauma Informed Horticulture-Based and Somatic Therapeutic Workshop** services.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement, Business Associate may Use

Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

- d. Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclose the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

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

VI. Permissible Requests by Covered Entity

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

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of **November 1, 2024**, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section
- b. *Termination for Cause.* Business Associate authorizes termination of this

Agreement if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

c. Obligations of Business Associate Upon Termination

1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.
3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.